



CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, October 05, 2021 at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 April Harris Allison
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
Planning Director Howard Koontz
Senior Planner Tory Carpenter
Communications & Marketing Director Lisa Sullivan
IT Coordinator Misty Dean
Planning & Zoning Commission Chair Mim James

WORKSHOP

Workshop items are for discussion only and no action will be taken.

- 1.** Presentation and discussion regarding a Resolution consenting to the Creation and Operation of Dripping Springs Municipal Utility District Number 1, otherwise known as Village Grove, located on 112.29 acres at Mokhtarian and surrounding tracts on the east end of Sports Park Road and Sports and Recreation Park and south of Highway 290. Applicant: Matthew Scrivener, P.E., Austin Land Innovations, LLC.
- 2.** Presentation and discussion regarding a Memorandum of Understanding between the City of Dripping Springs and New Growth related to wastewater, transportation, and density for a property north of Highway 290 on Roger Hanks Parkway. Applicant: Isaac Karpay, New Growth Enterprises, L.L.C.

CITY COUNCIL

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

PROCLAMATIONS & PRESENTATIONS

- 3. Proclamation proclaiming October 11, 2021 as "Indigenous Peoples' Day" in the City of Dripping Springs, Texas. Sponsors: Council Member Parks & Council Member King**

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

- 4. Approval of the September 15, 2021, City Council special meeting minutes.**
- 5. Approval of the September 21, 2021, City Council regular meeting minutes.**
- 6. Approval of a Professional Services Agreement between the City of Dripping Springs and Donald L. Allman, CPA, P.C. for Audit Services.**
- 7. Approval of the City Council and Board of Adjustment 2022 meeting calendar.**
- 8. Approval of a Resolution Accepting Improvements and a Maintenance Bond and Releasing a Construction Bond for the Big Sky Subdivision Phase 2 Grading, Street, Storm Sewer, and Wastewater Improvements.**
- 9. Approval of the Job Description for Volunteer Wildlife Manager. Sponsor: Mayor Bill Foulds, Jr.**

BUSINESS AGENDA

- 10.** Discuss and consider an ordinance amending Article 6.05 Farmers Market Association, Chapter 6 Business Regulations, changing to Committee, modifying meeting requirements, and related updates. *Sponsor: Mayor Pro Tem Manassian.*
- 11.** Discuss and consider approval of a Resolution designating the Official Newspaper for the City of Dripping Springs for Fiscal Year 2021-2022.
- 12.** Discuss and consider approval of an Annexation Petition and direction to staff to negotiate an Annexation Agreement with owners to annex approximately 29.341 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna Survey No. 28, Abstract No. 222 located at 2901 W UH 290, Dripping Springs, Texas 78620 (Tax ID: R15103). *Applicant: Brian Estes, P.E.*
 - a. Presentation
 - b. Staff Report
 - c. Annexation Petition

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

- 13.** **Maintenance Director's Monthly Report**
Craig Rice, Maintenance Director

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

- 14. Deliberation of real property and consultation with city attorney related to a planning project with park and civic property near RR 12.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 15. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 16. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Wastewater Operations, agreements related to Wastewater, the South Regional Water Reclamation Expansion Project Easement Acquisition, Wastewater Discharge Permit, and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

October 19, 2021, at 6:00 p.m. (CC)
November 2, 2021, at 6:00 p.m. (CC & BOA)
November 16, 2021, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

October 6, 2021, Dripping Springs Ranch Park Board at 12:00 p.m.
October 7, 2021, Historic Preservation Commission at 4:00 p.m.
October 12, 2021, Planning & Zoning Commission at 6:30 p.m.
October 13, 2021, Utility Commission at 4:00 p.m.
October 18, 2021, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
October 21, 2021, Farmers Market Board at 10:00 a.m.
October 21, 2021, Emergency Management Commission at 12:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes. Annotated. In addition, the City Council may consider a vote to excuse the absence of any City Council Member for absence from this meeting.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **October 1, 2021, at 2:30 p.m.***

City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Request for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



City of Dripping Springs

Item # 1.

Post Office Box 384
 511 Mercer Street
 Dripping Springs, Texas 78620

Agenda Item Report from: Laura Mueller, City Attorney; Tory Carpenter, Senior Planner; Howard Koontz, Planning Director

Meeting Date:	October 5, 2021
Agenda Item Wording:	Presentation and discussion regarding a Resolution consenting to the Creation and Operation of Dripping Springs Municipal Utility District Number 1, located on 112.29 acres at Mokhtarian and surrounding tracts on the east end of Sports Park Road and Sports and Recreation Park and south of Highway 290. Applicant: Matthew Scrivener, P.E., Austin Land Innovations, LLC.
Agenda Item Requestor:	Matthew Scrivener, P.E., Austin Land Innovations, LLC
Applicant:	Matthew Scrivener, P.E., Austin Land Innovations, LLC
Owner:	Mokhtarian, Denbow, Cunningham
Staff Recommendation	Provide recommendations related to this project which will be presented for action on October 19 th .

Summary/Background:

The applicant is requesting annexation and consent to creation of Municipal Utility District. The property is 112 acres and is located south and east of the Sports and Recreation Park on Sports Park Road. The proposal includes approving three main issues: (1) agree to creation of a Municipal Utility District; (2) approval of the 531 units including townhomes, duplexes, and 50 foot residential lots; and (3) approval of 23.9 acres of parkland being sufficient to meet the parkland dedication requirements. The tract is also proposed to include a 6.5 acre site that could include civic uses, retail, and a park that would complement the development and the Sports and Recreation Park. The Transportation will include a roadway south of Sports Park Road that will connect to Rob Shelton and well as an eastern access from the development to U.S. 290. The right of way for the northbound access will include a wastewater easement needed for the East Interceptor.

Physical and Natural Features:

The property is vacant with tree coverage.

Surrounding Properties:

The western and northern portion of the property is adjacent to the Sports and Recreation Park. The northern portion is also adjacent to vacant land. There has been rapid growth in the core part of the City and this property would be adjacent to primary retail as well as the Sports and Recreation Park.

Utilities:

The City will provide wastewater. Water will be provided by the Dripping Springs Water Supply Corporation.

Consent to MUD approvals:

- Up to 531 residential units (4.7 units per acre)
- 351 single-family townhome and duplex units
- Up to 180 50 ft single family units
- retail, parkland, and GUI uses
- 100% masonry and façade regulations
- Approval of 23.9 acres of open space and parkland plus a town green in an up to 6.4 civic site with potential retail uses and including a centrally located park for the residents
- Includes easement for roadway to 290 that includes a wastewater easement for the East Interceptor

Evaluation under the City of Dripping Springs MUD Policy:

MUD Policy
a) Improvements or services that advance or exceed the City's code of ordinances, take into consideration environmentally sensitive areas, lighting, or natural features within

	the area for development.
	This development will include parkland and trails and will be annexed into the City so that it will be required to follow all city ordinances including landscaping, water quality, and lighting. It is also proposed to provide parkland and a civic site to the City. The property has also agreed to exterior architectural design standards.
b)	Projects that create or enhance parks, trails, recreational facilities, open space benefits that exceed what is required by applicable development and parkland dedication regulations.
	The project is proposing providing property for a City park that could be used as a city square. The project will also pay the Park Development Fee that can be used to enhance parkland in the City.
c)	Projects that improve environmental protection, storm water quality, drainage, and flood control benefits that meet or exceed what is required by applicable development regulations.
	This project will comply with all city water quality regulations and additional regulations will be considered during the Planned Development District rezoning process.
d)	Projects that provide enhanced benefits to improve the public roadway and sidewalk network in the City or the City's ETJ.
	The project will provide two roadway improvements that are in the Transportation Master Plan.
e)	Projects that provide enhanced water and wastewater infrastructure in the City or the City's ETJ.
	This project will assist in providing the easement and construction of the East Interceptor for wastewater.

Planning Department Analysis

Planning staff finds that benefits of this development include the integration to adjacent parkland and variety of housing types. The site’s adjacency to the existing Dripping Springs Sports and Recreation Park can benefit residents of the subdivision as well as patrons of the park. The orientation of the proposed retail site can encourage park patrons to walk to the proposed commercial.

The townhome units can provide an opportunity for homeownership for individuals who may not be able to or desire to purchase a detached single-family home. The variety of housing types allows residents to move from one area of the subdivision to another as their housing needs change.

As with any sizable residential subdivision, special care should be taken during Planned Development District negotiations to ensure that on-site amenities are adequate to serve the proposed number of residences. Every residence should be within a reasonable walking distance to on-site amenities.

Commission Recommendations:	N/A
Actions by Other Jurisdictions/Entities:	N/A
Previous Action:	This issue was discussed in closed session in September.
Recommended Action:	Provide specific recommendations related to the density and product proposals and the park proposal.
Budget/Financial Impact:	The City will gain additional property tax, roads, trails, and various development fees.
Attachments:	<ul style="list-style-type: none"> - Proposed Consent to MUD - Exhibits - Staff Report
Related Documents at City Hall:	Annexation documents.
Public Notice Process:	Notice will be published for the Annexation.
Public Comments:	Comments have not been received.
Enforcement Issues:	N/A
Comprehensive Plan Element:	N/A

9600 Escarpment Blvd., Suite 745-4
Austin, Texas 78789

Date: 10.01.21
Project: Village Grove
City of Dripping Springs
Parkland Dedication Plan

MEMORANDUM

To: Laura Mueller, City of Dripping Springs City Attorney

Cc: N/A

This memo serves as follow-up correspondence to the review by LUCK Design Team, LLC of the Village Grove Parkland Dedication Plan submitted September 10, 2021. Please see attached Parkland Dedication Plan Narrative and site plans.

*** **

Note: This review is considered an initial review to ensure the comments from this review and discussion are taken into consideration as the project moves through PDD and MUD review. It is our understanding that the Parks and Recreation Commission will have the chance to review the proposed park development again as the project goes through the platting stage.

After review we have the following observations and recommendations:

1. At 531 proposed residential units, the amount of parkland required per ordinance is 23.09 acres.
2. A total of 27.33 acres of physical land is being dedicated to the City as public parkland as broken down below:
 - a. Public Parks – Total = 2.60 acres
 - b. Public Open Space = 16.12
 - c. Public Floodplain / Detention (Max ½ of required parkland acreage)=2.84 acres
 - d. Private Parkland = 5.77
3. The amount of parkland dedication acreage exceeds ordinance requirements by 4.24 acres.
4. The parkland development fee required by ordinance for the 531 acres is \$344,088. The developer has indicated that the full amount of that parkland development fee will be paid.
5. A trail connection along the south minor collector road is proposed by the developer that will connect the residential part of the community to Dripping Springs Sports Park. This trail width is not specified but we would like that trail width to be 8’ wide as a minimum and preferably 10’ wide.
6. The 1.0 acres of parkland central to the development is located there to primarily serve as a neighborhood park and will be passive in nature. City Staff has asked the developer to consider possible use of this park for a dog park.
7. The edge treatment of the tract located west of the north-south minor collector and how it interfaces with Dripping Springs Sports and Recreation Park needs to be discussed further, specifically in regards to:

- a. Perimeter fencing (picket style fence at a lower height or a higher opaque fence);
 - b. Trail connections to Dripping Springs Sports and Recreation Park;
 - c. Any buffer areas proposed between the Sports Park and the proposed development.
8. The developer needs to further define what the western most amenity pond will look like. Is there a possibility it can be used for recreation as well?

We recommend preliminary approval of the Parkland Dedication Plan per the discussion of Items 5 – 8 stated above.

Prepared By: Brent Luck

AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1

This **AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1** (this “Agreement”) is by the **City of Dripping Springs, Texas**, a Type A general law municipality located in Hays County, Texas (the “City”); and **Robert Mokhtarian, Individually, Robert Mokhtarian, Trustee for Edward Mokhtarian, and Robert Mokhtarian, Trustee for Edmund Mokhtarian** (collectively, “Mokhtarian”); **740 Sports Park, LLC**, a Texas limited liability company (“740 SP”); and **Clinton Cunningham and Dawn Cunningham** (“Cunningham”, and collectively with Mokhtarian and 740 SP, the “Owners”). Subsequent to its creation, **Dripping Springs Municipal Utility District No. 1**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code as contemplated by this Agreement (the “District”), will become a party to this Agreement. The City, the Owners, and the District are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Owners own the approximately 112 acres of land more particularly described by metes and bounds on the attached **Exhibits A1, A2 and A3** (the “Land”); and

WHEREAS, the Land is currently located entirely within the extraterritorial jurisdiction of the City but is anticipated to be annexed into the corporate boundaries of the City prior to the creation of the District; and

WHEREAS, the Land is and its boundaries are depicted on the concept plan attached as **Exhibit B** (the “Concept Plan”); and

WHEREAS, Mokhtarian owns the portion of the Land described and/or depicted on **Exhibit A-1**, 740 SP owns the portion of the Land described and/or depicted on **Exhibit A-2**, and Cunningham owns the portion of the Land described and/or depicted on **Exhibit A-3**; and

WHEREAS, the Owners intend that the Land will be developed in phases as a master-planned, mixed-use community (the “Project”); and

WHEREAS, the Owners and the City desire to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the City and the Land; and

WHEREAS, the Owners have proposed to create the District over the Land pursuant to an application to be filed with and processed through the TCEQ (as defined

in ARTICLE I below) and have presented the City with a petition requesting the City's consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, and conveying to the applicable governmental authority or utility provider the District Improvements (as defined in ARTICLE I below) to serve the area within its boundaries; and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Developer(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the City; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "Applicable Regulations"); and

WHEREAS, the City and the Owners intend that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements will be paid from the net proceeds of bonds issued by the District (or surplus funds of the District) in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54 of the Texas Water Code, as amended; Chapter 791 of the Texas Government Code, as amended; and Section 552.014, Texas Local Government Code, as amended; and

WHEREAS, the City is a Type A general law municipality operating under the laws of the State of Texas pursuant to which the City has the authority to enter into and perform its obligations under this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the City's rules, ordinances, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the City; and (iii) any additional restrictions or regulations agreed to by the Developer in writing.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

City Administrator means the City Administrator of the City.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Hays County, Texas.

Developer means any Owner, or any successor or permitted assign of an Owner, that notifies the City of its intent to develop all or any portion of the Land under Section 6.04 below.

District Improvements means the water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), Road Projects, and other public improvements, as authorized by applicable law, and whether on-site or off-site, to serve the area within the District boundaries.

Effective Date of this Agreement means the [REDACTED] day of [REDACTED], 2021.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs) that are eligible for reimbursement from the net proceeds of Bonds issued by the District in accordance with this Agreement and, as applicable, the rules and regulations of the TCEQ, as amended.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution, as amended, and Chapters 49 and 54 of the Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature.

ARTICLE II. CREATION OF THE DISTRICT AND RELATED MATTERS

Section 2.01 **Consent to Creation of District.** The City acknowledges receipt of the Owners' request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District over the Land. On the Effective Date of this Agreement, the City has approved the resolution attached as **Exhibit C** consenting to the inclusion of the Land within the District (the "**Consent Resolution**"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District within the City's corporate limits in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, and that no further consent will be required on the part of the City to evidence the City's consent to the creation of the District.

Section 2.02 District Execution of Agreement.

(a) The Owners shall cause the District to approve, execute, and deliver to the City this Agreement within 30 days after the date that the District’s Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) the City may terminate this Agreement and may repeal the Consent Resolution.

(b) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City does not terminate this Agreement under subsection (a), such failure shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured. The City shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

(c) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City has not terminated this Agreement under subsection (a), such failure shall operate to prohibit the Owners or any Developer from entering into any reimbursement agreements with the District until the failure has been cured. The City shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

Section 2.03 Intent of Parties Related to Allocation Agreement.

Under Section 54.016(f) of the Texas Water Code, the City, as a City providing written consent for inclusion of land in a district, may provide for a contract designated as an “allocation agreement”, to be entered into between the City and the District. The Parties acknowledge that the provision for an “allocation agreement” under Section 54.016(f) of the Texas Water Code is at the City’s discretion. The City confirms that it is intentionally not providing for an allocation agreement. The Parties agree that this Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f) of the Texas Water Code because the District will be located in the corporate limits of the City upon creation.

Section 2.04 Dissolution. The City may dissolve the District at any time after the District has issued Bonds to finance all Reimbursable Costs paid or incurred to construct the District Improvements that are required to serve full development of the Land. Upon dissolution of the District, the City will assume the indebtedness and legal obligations of the District to the extent required by law.

ARTICLE III.

AUTHORITY OF THE DISTRICT TO ISSUE BONDS

Section 3.01 Authority to Issue Bonds. The District may issue Bonds and reimburse any Developer for all purposes and expenditures authorized by applicable law, including:

(a) The purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment,

and appliances (including capacity or contract rights to capacity in any of the foregoing) necessary to:

(1) Provide a water supply for municipal uses, domestic uses, and commercial purposes;

(2) Collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the Applicable Rules);

(3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;

(4) Design, acquire, construct, and finance Road Projects; and

(5) Develop and maintain park and recreational facilities, to the extent permitted by applicable law; and

(b) Refunding any outstanding Bonds, provided such refunding Bonds satisfy the terms and conditions of this Agreement;

(c) Paying organizational, administrative, and operating costs during creation and construction periods and interest thereon, subject to the applicable limitations of Section 49.155 of the Texas Water Code; and

(d) Paying other expenses authorized by Section 49.155 of the Texas Water Code.

Section 3.02 City Submittals; Objections.

(a) The District agrees to give written notice to the City of its intention to issue Bonds as follows:

(1) If the District intends to issue Bonds that require TCEQ approval, the District will provide notice of same to the City Administrator and City Attorney concurrently with the District’s submittal of each application to the TCEQ for approval of issuance of Bonds.

(2) If the District intends to issue Bonds that do not require TCEQ approval (e.g., Bonds for Road Projects or refunding Bonds), the District will provide notice of same to the City Administrator and City Attorney at least 30 days prior to pricing of the Bonds.

(b) The City may object to a Bond application or to the issuance of a series of Bonds for the reason that a Developer or the District is in default of any provision of this Agreement, including the terms and conditions in Section 3.03. If the City objects to a Bond application or issuance due to such a default (a “City Objection”), the City shall have a period of 30 days after receiving the notice required by Sections 3.02(a)(1) or 3.02(a)(2), as applicable, within which to notify the District of the City Objection. If the

City timely objects to a Bond application or issuance due to such a default, the Bond application and issuance will be delayed until such time as the default is cured. If the City fails to object to a Bond application or issuance within such periods specified herein, the City shall be deemed to have waived all objections. If the City objects to a Bond application or issuance, such City Objection must: (i) be in writing; (ii) be given to the District; (iii) be signed by the City Administrator or the City Administrator's designee; and (iv) specifically identify the applicable provision of this Agreement as to which the District or the Developer is in default. If a City Objection is timely given to the District with respect to a specific Bond application or issuance of Bonds, the City and the District will cooperate to resolve the City Objection within a reasonable time, and the Bond application or issuance of Bonds to which the City Objection applies will be delayed until the City Objection has been cured or waived by written agreement.

(c) Within 30 days after the closing date of a series of Bonds, the District shall deliver to the City Administrator a copy of the final official statement for such series of Bonds and a copy of any report on reimbursable costs required by the rules of the TCEQ.

Section 3.03 Terms and Conditions of Bonds. Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements:

(a) No individual series of Bonds will be issued with a term which exceeds 25 years from the closing date of such series of Bonds;

(b) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor (unless current law changes to permit otherwise), and no Bonds shall be sold for less than 97% of par, provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);

(c) The District shall reserve the right to redeem its Bonds not later than the tenth anniversary of the closing date of such Bonds, without premium;

(d) No variable rate Bonds shall be issued by the District;

(e) Any refunding Bonds must provide for a minimum of 3% present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds; and

(f) Capitalized interest shall not exceed three years interest.

Section 3.04 Other Funds. The District may obtain and use funds and assets from any available, lawful source to provide for the acquisition, ownership, maintenance, and operation of the District Improvements or its other facilities, as well as

to accomplish any purpose or to exercise any function, act, power, or right authorized by law. Such funds and assets may include revenues from any of the systems, facilities, properties, and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants, and donations from public or private sources and revenues from any other source lawfully available to the District.

**ARTICLE IV.
WATER AND WASTEWATER SERVICE; OTHER UTILITIES**

Section 4.01 **Retail Water Service.** The Land is located within the certificated water service area (“CCN”) of Dripping Springs Water Supply Corporation (“DSWSC”) and will receive retail water service from DSWSC or the successor holder of the DSWSC CCN pursuant to a separate agreement with DSWSC.

Section 4.02 **Retail Wastewater Service.** Retail wastewater collection and treatment services will be provided by the City, the specific terms of which will be governed by separate agreement. The wastewater collection systems within the District shall be owned by the City. The City agrees and commits to provide wastewater service sufficient for the full build-out of the District at flow rates sufficient to meet the minimum requirements of all Applicable Regulations, and agrees to provide written confirmation of the availability of service upon the District’s request if required in connection with any District Bond sale.

Section 4.03 **Other Utilities.** The City will provide solid waste and recycling services within the District for the same rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the City provides solid waste and recycling services to other customers inside its corporate limits. The District will have no liability for charges for such services except for charges for services provided to the District, if any. The Developer will have the right to select the providers of cable television, gas, telephone, telecommunications, and all other utilities and services, or to provide “bundled” utilities within the Land.

**ARTICLE V.
DESIGN, FINANCING, CONSTRUCTION, CONVEYANCE, OWNERSHIP,
OPERATION, AND MAINTENANCE OF DISTRICT IMPROVEMENTS**

Section 5.01 **Design, Financing, and Construction.** Unless otherwise specifically provided in this Agreement, the Developer will design, finance, construct, and convey to the City (or, in the case of water improvements, convey to DSWSC) on behalf of the District all District Improvements at no cost to the City. Construction of all District Improvements will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54 of the Texas Water Code. All District Improvements will be designed and constructed in accordance with the Applicable Rules and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the City. Neither the Developer nor the District will be required to pay for or construct any improvements to the City’s existing utility systems or other off-site improvements required to serve the Land, except as provided for herein

with respect to the District Improvements or by separate agreement. Further, unless the Developer's service requirements for the Land change or the Parties otherwise agree in writing, the City will not require that any Developer or the District oversize, finance, or construct any utility or road improvements to serve property other than the Land.

Section 5.02 **Conveyance, Ownership, Operation, and Maintenance.** Upon completion of construction of each phase of the District Improvements, subject to the Developer's right, if any, to reimbursement from the District for the cost of those District Improvements in accordance with applicable law: (a) the Developer will promptly convey the water utility components of the District Improvements to DSWSC for operation and maintenance in accordance with the rules and regulations of DSWSC; (b) the City will accept the remainder of the District Improvements (the "City Operated District Improvements") for operation and maintenance in accordance with the Applicable Rules; and (c) the Developer will promptly convey the City Operated District Improvements to the City, subject to (i) the City's obligation to provide service to the District as provided in this Agreement, and (ii) a reservation of all capacity in the City Operated District Improvements for the benefit of the District. The Developer will also assign to the City all easements, contract rights, warranties, guarantees, assurances of performance, and bonds related to the City Operated District Improvements that are conveyed to the City. The City agrees that its acceptance of the City Operated District Improvements and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon any such conveyance and acceptance, the City agrees to operate and maintain such City Operated District Improvements in good condition and working order and to provide service to the District in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any District Improvements. Nothing herein will prevent the City from using City Operated District Improvements to serve customers outside of the District provided that there is sufficient capacity reserved to serve the residents and property owners within the District as and when required by development within the Land.

ARTICLE VI. DEVELOPMENT MATTERS

Section 6.01 **Development Matters.**

(a) The City hereby confirms its approval of up to 531 residential units together with governmental, retail, and office uses within the Land. The Developer shall apply for zoning related to this approval. The Project shall comply with all Applicable Rules unless otherwise modified by this Agreement or future approvals.

Section 6.02 **Land Uses, Density, and Open Space.**

(a) The Land uses will be limited to townhomes, residential lots, and retail, office, governmental/utility/institutional, and park uses as reflected on the Concept Plan and comply with the Applicable Rules related to the approved zoning classification for the Land. The residential units will be townhomes or detached residential lots as defined by the Applicable Rules and the approved zoning classification for the Land.

(1) Residential units shall consist of 100% masonry on all front facing and street (excluding alley) facing elevations. Native stone and/or brick masonry, doors and windows shall comprise a minimum of 70% of these elevations. Stucco elements shall be deemed an appropriate architectural feature to satisfy the remaining 30% front and street facing elevation requirements. Side and rear elevations may be horizontally installed cement based or wood based siding.

(2) The Land may include multiple phases for platting purposes.

(b) The overall density of the development of the Land will be a maximum of 4.7 dwelling units per acre, composed of 351 single family townhome units and 180 single family lots, as shown on the Concept Plan.

(1) Each of the townhome rows will be restricted to no more than six attached units per building/slab.

(2) The single family lots shall have a minimum lot area of 6,000 square feet with the width at the street frontage of 50 feet.

(3) The retail/GUI areas will be limited to no more than a total of 6.4 acres, which may be altered upon receipt of written administrative approval from the City Administrator.

(c) The areas designated on the Concept Plan as Open Space are composed of detention/water quality areas, stream setbacks, slopes and landscape buffers containing 23.9 acres, all as shown on the Concept Plan. In addition, the Project will have pocket parks, trails, and a potential town green dedicated to the City. This Open Space with the listed amenities shall fulfill and satisfy all parkland dedication requirements of the Land to the City, including, but not limited to, the requirements of Article 28.03 (Parkland Dedication) and Sections 19.1 and 19.4 (Subdivisions) of the Applicable Rules. However, the Park Development Fees in Section 28.03.010 of the Applicable Rules shall be paid at time of Final Plat. The Developer shall submit a Master Parks and Open Space Plan that complies with this Agreement at time of Final Platting.

(d) The Project shall comply with the adopted City-wide Trail Plan in effect as of the Effective Date of this Agreement.

Section 6.03 Easement Dedications. In consideration for the City's consent to the creation of the District, the Owners (as to their respective tracts) agree to dedicate and convey to the City, at no cost to the City, the collector road and wastewater easements depicted on **Exhibit D**. The Owners reserve the right to seek reimbursement for such dedications from the District in accordance with this Agreement and applicable law.

Section 6.04 Phased Development. Because it is anticipated that the Land will be developed in phases, portions of the Land not under active development may remain in use as agricultural lands or as open space land.

Section 6.05 **“Developer” Status.** If and as an Owner, or any successor or permitted assignee of an Owner, initiates development of all or any portion of the Land, such Owner, or the applicable successor or permitted assignee of the Owner, will notify the City in writing of such election (which notice must also describe the portion of the Land to be developed), at which time the Owner, or the applicable successor or permitted assignee of the Owner, will become (and will be deemed to have assumed the obligations of) a “Developer” under this Agreement as to the portion of the Land described in the notice.

Section 6.06 **Uniform and Continued Development; Vesting.** The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration. Accordingly, the Land will be developed and the infrastructure required for the Land will be designed and constructed in accordance with the Applicable Rules, the Concept Plan, and this Agreement. Subject to the terms and conditions of this Agreement, the City confirms and agrees that the Owners and any Developer hereunder have vested authority to develop the Land in accordance with the Applicable Rules. Ordinances, rules, or regulations, or changes or modifications to the City’s ordinances, rules, and regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245 of the Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control. The City further agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Land; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats or other necessary approvals, within the Land. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting imminent threat to the public health or safety, however, any such a moratorium may continue only during the duration of the emergency.

Section 6.07 **Term of Approvals.** The Concept Plan, and any preliminary subdivision plat or final subdivision plat that is consistent with the Concept Plan, the Applicable Rules, and State law, will be effective for the term of this Agreement.

Section 6.08 **Director Lots.** The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

Section 6.09 **Manufactured Home for District Elections.** One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District’s confirmation, director, maintenance tax, and bond elections. The manufactured home permitted by this Agreement will comply with all City regulations and will be removed within sixty (60) days from the date of last election needed for the purposes of this Agreement.

Section 6.10 **Impact Fees.** Any impact fees payable to the City with respect to the Land will be paid by or on behalf of the Developer to the City in accordance with the Applicable Rules; and, in consideration of the payment of impact fees to the City, the Developer will acquire, on behalf of the District, the guaranteed right to receive service from the City's systems, as applicable, for the living unit equivalents of service for which impact fees have been paid. Any impact fees payable to DSWSC with respect to the Land will be paid by or on behalf of the Developer to DSWSC in accordance with DSWSC's rules.

Section 6.11 **Building Code.** All buildings shall be constructed in accordance with the building or construction codes in the Applicable Rules. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement. The City will provide inspections in a prompt and timely manner.

Section 6.12 **Lighting.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the Applicable Rules.

Section 6.13 **Tree Preservation.** Article 28.06, Landscaping and Tree Preservation, of the Applicable Rules shall apply to the Land.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 7.01 **Authority.** This Agreement is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code, which authorizes the City to enter into a written contract with a water district created under Article XVI, Section 59 of the Texas Constitution under which the district will acquire for the benefit of and convey to the City one or more projects. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with applicable law and City ordinances. Each Owner hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of such Owner.

Section 7.02 **Term.** The term of this Agreement shall commence on the Effective Date and (unless terminated pursuant to the terms hereof) shall continue until the District is dissolved in accordance with Section 2.04 above.

Section 7.03 **Termination and Amendment by Agreement.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City, the Owners, and, following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the City, the Owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land, may be terminated or amended at any time by the mutual written consent of the City and the District.

Section 7.04 Remedies.

(a) If the City defaults under this Agreement, the Owners or the District may give notice setting forth the event of default (“Notice”) to the City. If the City fails to cure any default that can be cured by the payment of money (“Monetary Default”) within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owners or the District may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City’s consent to the creation of the District.

(b) If an Owner defaults under this Agreement, the City or the District may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the District may enforce this Agreement by injunctive relief from a Hays County District Court or terminate this Agreement as to the portion of the Land owned by such Owner; however, except as permitted by Section 2.02(a), any such remedy will not revoke the City’s consent to the creation of the District.

(c) If the District defaults under this Agreement, the City or the Owners may give Notice to the District. If the District fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the Owners may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City’s consent to the creation of the District.

(d) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney’s fees, expenses, and court costs from the non-prevailing Party.

Section 7.05 Assignment.

(a) This Agreement, and the rights of the Owners hereunder, may be assigned by the Owners, with the City’s consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the City. The City’s consent to any proposed assignment will not be unreasonably withheld or delayed. The City hereby expressly consents to and approves the assignment of this Agreement to Dripping Springs Partners, Limited Liability Company and agrees that no further consent to such an assignment will be necessary; however, a copy of such assignment must be delivered to the City.

(b) If an Owner assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and the Owner will be severable, and the Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner or Developer, the City may pursue all remedies against that nonperforming Owner or Developer, but will not impede development activities of any performing Owner(s) or Developer(s) as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 7.06 Cooperation.

(a) The Parties each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with the Developer(s) in connection with any waivers or approvals that the Developer(s) may desire from Hays County in order to avoid the duplication of facilities or services in connection with the development of the Land.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

(d) Whenever the term “approve” or “approval” is used in this Agreement, the party whose approval is required will not unreasonably withhold or delay it. Where approval is necessary, the party seeking approval may request approval in writing. If the party whose approval is requested fails to either approve the submittal or provide written comments specifically identifying the required changes within 60 working days, the submittal, as submitted by the requesting party, will be deemed to have been approved by the party whose approval is requested.

Section 7.07 Notice. Any notice given under this Agreement must be in writing and may be given: (a) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (b) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid; or (c) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

CITY: City of Dripping Springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, Texas 78620

With Required Copy to: City Attorney
P.O. Box 384
Dripping Springs, Texas 78620

OWNERS: Robert Mokhtarian, Individually and as
Trustee for Edward Mokhtarian and
Edmund Mokhtarian
c/o Gregg Bell
100 Congress Avenue, Suite 200
Austin, Texas 78701

740 Sports Park, LLC
Attn: David Denbow
2780 West Hwy 290, Bldg. A
Dripping Springs, Texas 78620

Clinton and Dawn Cunningham
840 Sports Park Road
Dripping Springs, Texas 78620

DISTRICT: John W. Bartram
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. The Owners may, by giving at least five days' written notice to the City, designate additional Parties to receive copies of notices under this Agreement.

Section 7.08 **Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 7.09 **Waiver.** Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.10 **Applicable Law and Venue.** The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Hays County, Texas.

Section 7.11 **Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 7.12 **Exhibits, Headings, Construction, and Counterparts.**
All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 7.13 **Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 7.14 **Force Majeure.** If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term “*force majeure*” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 7.15 Interpretation. As used in this Agreement, the term “including” means “including without limitation” and the term “days” means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 7.16 No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City, the District, nor the Owners intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the District, and the Owners (and any permitted assignee of the Owners).

Section 7.17 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibits A-1, A-2 and A-3 - Legal Description of the Land

Exhibit A-1 - Mokhtarian Land

Exhibit A-2 - 740 SP Land

Exhibit A-3 - Cunningham Land

Exhibit B - Concept Plan

Exhibit C - City Consent Resolution

Exhibit D - Easement Dedications

* * *

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

(Signatures on the following pages.)

**COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT**

CITY:

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Jr., Mayor

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 2021, by Bill Foulds, Jr., Mayor of the City of Dripping Springs, a Texas Type A general law municipality on behalf of said municipality.

Notary Public Signature

(Seal)

**COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT**

OWNERS (continued):

740 SPORTS PARK, LLC, a Texas limited liability company

By: _____
David Denbow, President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public Signature

Description of the Land

EXHIBIT A-1

Legal Description of Mokhtarian Land (Two Tracts)

Mokhtarian Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60#D nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fioela Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

Mokhtarian Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 788, PAGE 806, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 848, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010,0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 408.64 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 86.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/4-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 86.2767 acre tract and herein, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/4-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 786.07 feet;

THENCE S 02° 13' 09" E, crossing said 86.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/4-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1276
18748 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-868-2236
Firm Registration No.: 10091700



Bryan D. Newsope
Bryan D. Newsope Registered Professional Land Surveyor No. 5857 Date 18 November 2017

EXHIBIT A-2

Legal Description of 740 SP Land (Three Tracts)

740 SP Land Tract 1:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°48'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the **POINT OF BEGINNING** and containing 17.038 acres of land, more or less.

740 SP Land Tract 2:

Non-exclusive right of way and utility easement in common with other parties, as created and further described in that conveyance recorded in Volume 181, Page 171, Deed Record, Hays County, Texas.

740 SP Land Tract 3:

Non-exclusive ingress and-easement in common with other parties, as created and further described in that conveyance recorded in Document No. 18007850, Official Public Records, Hays County, Texas.

EXHIBIT A-3

Legal Description of Cunningham Land (Five Tracts)

Cunningham Tract 1:

Being 10.00 acres of land, more or less, in the P. A. SMITH SURVEY, ABSTRACT NO. 415, situated in Hays County, Texas, being that same tract conveyed in Volume 4258, Page 618, of the Official Public Records of Hays County, Texas and as more particularly described by metes and bounds as follows:

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-D nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: I=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

Cunningham Tract 2:

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fiola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

Cunningham Tract 3:

Tract 3: Easement estate as created and described in Easement Agreement dated March 16, 1960, recorded in Volume 181, Page 171, Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 4:

Tract 4: Easement estate as created and described in Ingress and Egress Easement dated February 24, 2018, recorded in Document No. 18007849, of the Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 5:

EXHIBIT B

TRACT 5: EASEMENT ESTATE AS CREATED AND DESCRIBED IN IN THAT CERTAIN DEED OF EASEMENT DATED JULY 31, 1993, RECORDED IN VOLUME 1010, PAGE 53, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED THEREIN. EXHIBIT B

Concept Plan

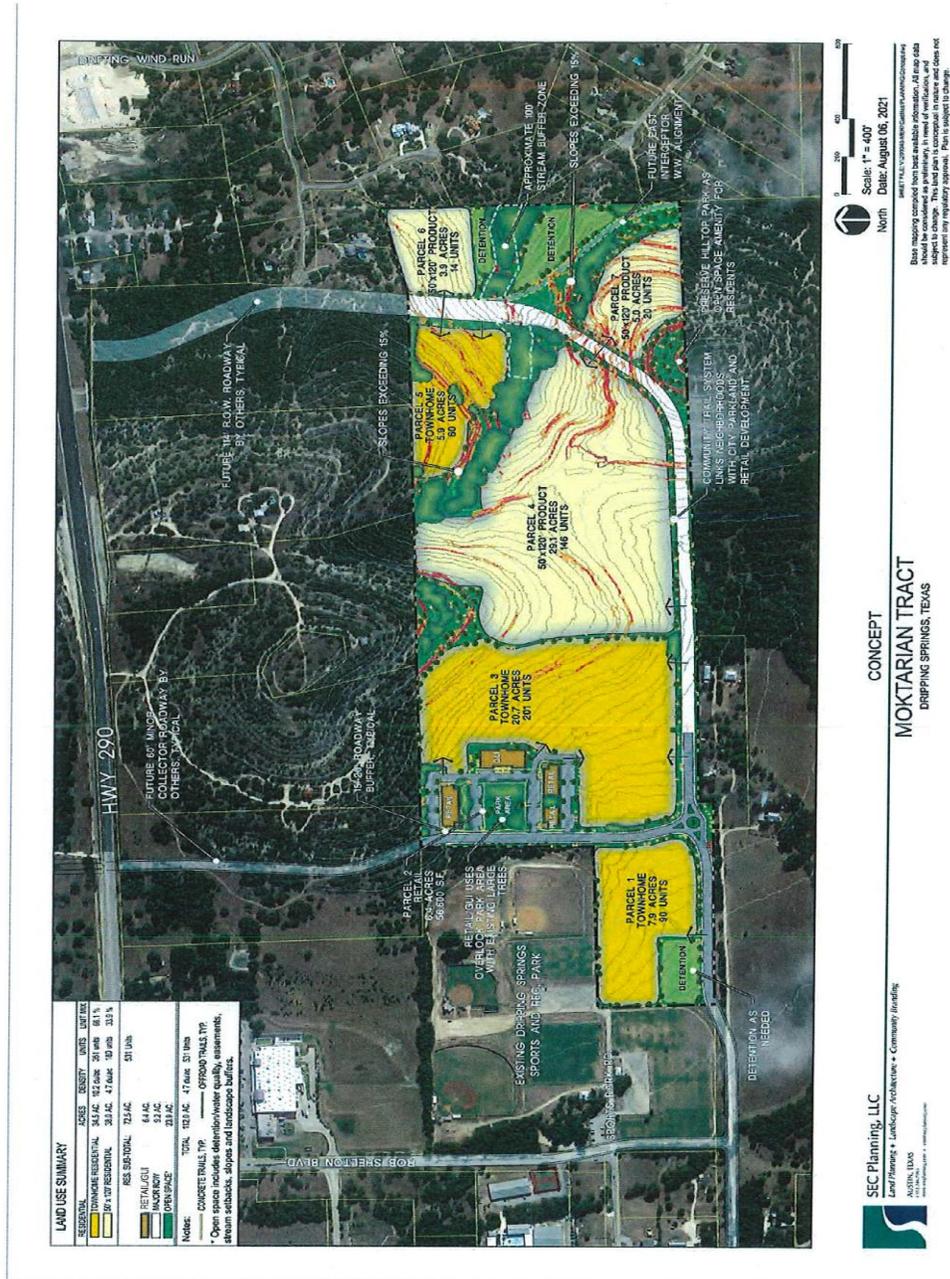


EXHIBIT D

City Consent Resolution

[attached]

EXHIBIT E

Easement Dedications

[attached]

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, CONSENTING TO THE CREATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1

WHEREAS, pursuant to Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian; Robert Mokhtarian, Trustee for Edmund Mokhtarian; 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham have submitted to the City of Dripping Springs, Texas (the "City") the petition attached as **Exhibit "A"** to this Resolution (the "Petition") requesting the City's consent to the creation of Dripping Springs Municipal Utility District No. 1 (the "District") over the land more particularly described in the Petition (the "Land"), which Land is currently located within the City's extraterritorial jurisdiction but proposed to be annexed into the corporate boundaries of the City; and

WHEREAS, the City desires to grant the Petition and consent to the creation of the District over the Land, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, THAT:

Section 1. Consent. The City hereby grants the Petition and, in accordance with Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, specifically gives its written consent to the creation of the District over the Land.

Section 2. Effective Date. This Resolution shall be in full force and effect from and after its passage on the date shown below.

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, *Texas Government Code*, as amended.

RESOLVED this 5th day of October 2021.

Bill Foulds, Jr., Mayor
City of Dripping Springs, Texas

ATTEST:

Andrea Cunningham, City Secretary

SEP 24 2021

PETITION FOR CONSENT TO CREATION
OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1

Rec'd by City Secretary

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS,
TEXAS:

The undersigned (collectively, the "*Petitioners*"), holding title to the land described below (the "*Land*") and acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, respectfully petition the City Council of the City of Dripping Springs, Texas (the "*City*") for its written consent to the creation of a municipal utility district over the Land and, in support of this Petition, would show the following:

I.

The name of the proposed district is DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 (the "*District*").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto. It is proposed that the District be granted road powers under the authority of Article III, Section 52 of the Texas Constitution.

III.

The Land proposed to be contained within the District is a total of 112.2903 acres of land, more or less, situated in Hays County, Texas, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference. All of the Land is currently located within the extraterritorial jurisdiction of the City; however, Petitioners intend to voluntarily request that the Land be annexed into the corporate boundaries of the City prior to creation of the District. The Land may be properly be included within the District.

IV.

Petitioners hold title to the Land proposed to be included within the District and are the owners of a majority in value of such Land, as indicated by the tax rolls of Hays County, Texas. The only lienholder on the Land, PlainsCapital Bank, has consented to the creation of the District as evidenced by the Certificate of Lienholder's Consent attached as **Exhibit B**.

V.

The general nature of the work proposed to be done by the District, as contemplated at the present time, is the design, construction, acquisition, improvement, extension, financing, and issuance of bonds: (i) for maintenance, operation, and conveyance of an adequate and efficient water works and sanitary sewer system for domestic and commercial purposes; (ii) for maintenance, operation, and conveyance of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate, and amend local storm waters or other harmful excesses of waters; (iii) for conveyance of roads and improvements in aid of roads; and (iv) for maintenance, operation, and

conveyance of such other additional facilities, systems, plants, and enterprises as may be consistent with any or all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work because there is not now available within the area an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or roadway system to serve the Land, which will be developed for a mix of single-family residential, multi-family residential, and commercial uses. The health and welfare of the present and future inhabitants of the area and of the adjacent areas require the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system. A public necessity therefore exists for the creation of the District, in order to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of a waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

A preliminary investigation has been made to determine the cost of the proposed District's projects, and it is now estimated by the Petitioners, from such information as is available at this time, that such cost will be approximately \$23,643,904.00.

VIII.

Petitioners, by submission of this Petition, request the City's consent to the creation of the District, as described in this Petition.

Petitioners request that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting its consent to the creation of the District and authorizing the inclusion of the Land within the District.

EXECUTED on the date or dates indicated below, to be effective the 16th day of September, 2021.

PETITIONERS:

As to the 79.0723 acres described in Exhibit A-1 and the 1.18 acres described in Exhibit A-2

By: [Signature]
Robert Mokhtarian, Individually

By: [Signature]
Robert Mokhtarian, Trustee
Edward Mokhtarian Trust

By: [Signature]
Robert Mokhtarian, Trustee
Edmund Mokhtarian Trust

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, individually.

See attached certificate

Notary Public Signature

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, Trustee of the Edward Mokhtarian Trust on behalf of said Trust.

See attached certificate

Notary Public Signature

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, Trustee of the Edmund Mokhtarian Trust on behalf of said Trust.

See attached certificate

Notary Public Signature

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On September 15, 2021 before me, Narciso Meza, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert Mokhatarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Narciso Meza
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Petition For Consent To Creation of Dripping Springs Municipal Utility Distre Document Date: Sept. 15 2021 No. 1
Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Mokhatarian
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



PETITIONERS (continued):

As to the 17.038 acres described in Exhibit A-3

740 Sports Park, LLC, a Texas limited liability company

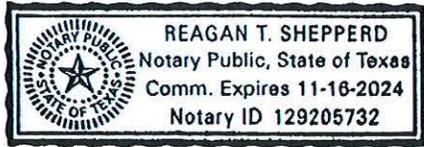
By: 
David Denbow, President

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 10 day of September, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

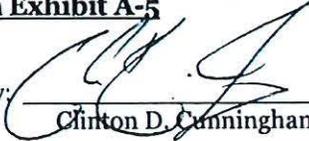
(SEAL)


Notary Public Signature



PETITIONERS (continued):

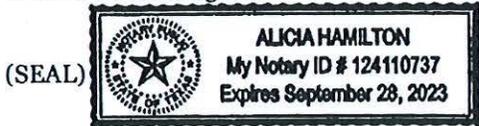
As to the 10.00 acres described in Exhibit A-4 and the 5.000 acres described in Exhibit A-5

By: 
Clinton D. Cunningham

By: 
Dawn Cunningham

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

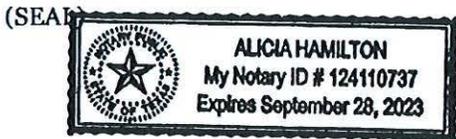
This instrument was acknowledged before me on the 17th day of September 2021, by Clinton D. Cunningham.




Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 17th day of September 2021, by Dawn Cunningham.



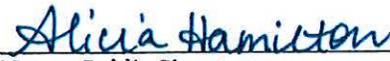

Notary Public Signature

EXHIBIT A

The approximately 112.2903 acres of land consisting of the 79.0723 acres of land more particularly described on the attached **Exhibit A-1**; the 1.18 acres of land more particularly described on the attached **Exhibit A-2**; the 17.038 acres of land more particularly described on the attached **Exhibit A-3**; the 10.00 acres of land more particularly described on the attached **Exhibit A-4**; and the 5.000 acres of land more particularly described on the attached **Exhibit A-5**.

EXHIBIT A-1

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. HIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert P. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60-D" nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fiola Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

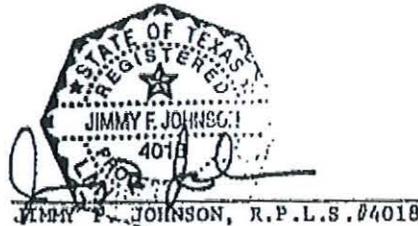


EXHIBIT A-2

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 80-FEET (00') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 2B, A-415, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 766, PAGE 806, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 840, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRES STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame; NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surfaces.

COMMENCING for reference at Iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.64 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 80.00 feet to a 1/2-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 85.2767 acre tract and herein, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 788.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/2-inch iron rod found on the south line of said 85.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
16740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-868-2238
Firm Registration No.: 10081700



Bryan D. Nowak 13 November 2017
Bryan D. Nowak Registered Professional Land Surveyor No. 5857 Data

EXHIBIT A-3

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an Iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch Iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ Inch Iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch Iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 580.13 feet to a ½ Inch Iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch Iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch Iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch Iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT A-4

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-0 nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

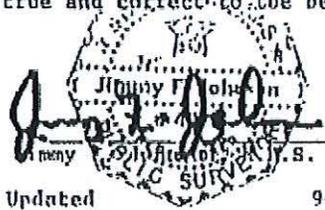
1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: I=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

May 25, 1989
Re: 10.00 acre tract
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Henny
S. S. #4018
SURVEYOR

Job #1646

Updated

9-3-93

EXHIBIT A-5

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5,000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5,000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5,000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Hara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

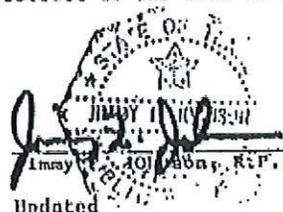
THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fieola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5,000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy I. [Signature], P.S. #4018
Updated 9-3-93

Job #1651

EXHIBIT B

CERTIFICATE OF LIENHOLDER'S CONSENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

PlainCapital Bank, Texas state bank, being the lienholder on a portion of the land that is proposed to be included in Dripping Springs Municipal Utility District No. 1, as described by metes and bounds on the attached **Exhibit "1"**, hereby consents to the Petition for Creation of Dripping Springs Municipal Utility District No. 1 signed by Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian Trust; Robert Mokhtarian, Trustee for Edmund Mokhtarian; David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham concerning such land.

WITNESS MY HAND effective as of the 10th day of SEPTEMBER, 2021.

PlainsCapital Bank, a Texas state bank

By: [Signature]
Printed Name: Tommy Ward
Title: Vice President
Date: 9-10-21

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was executed before me on this 10th day of September, 2021, by Tommy WARD, VICE PRESIDENT of **PlainsCapital Bank**, a Texas state bank, on behalf of said bank.

(SEAL)



[Signature]
Notary Public Signature

EXHIBIT "1"

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an Iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch Iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch Iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

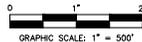
1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch Iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch Iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch Iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch Iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the **POINT OF BEGINNING** and containing 17.038 acres of land, more or less.

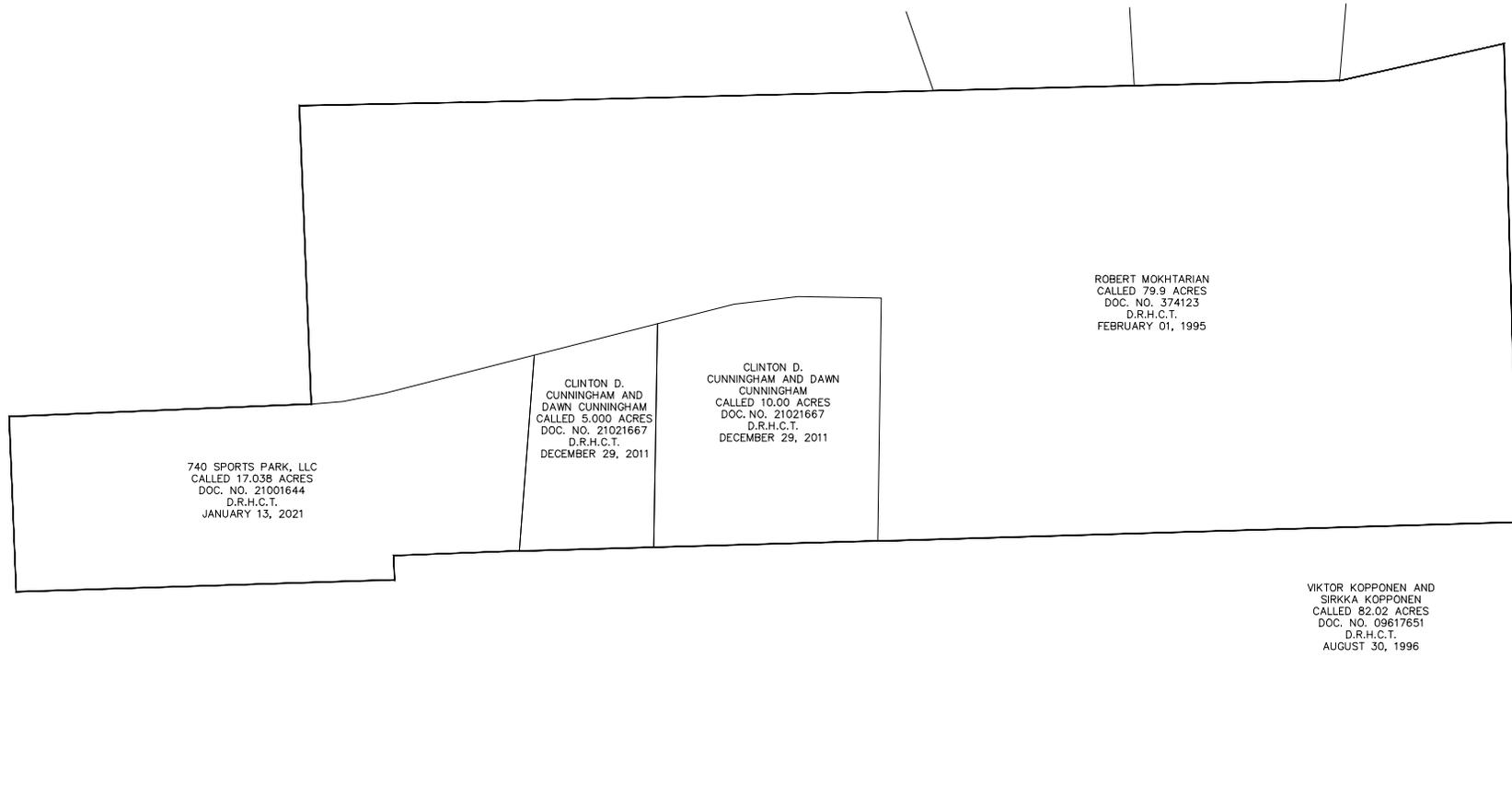
Exhibit E - Dedication of Easement



PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY.

2306-001 MOKHTARIAN TRACT

Exhibit A - Legal Description of Land



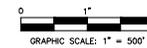
740 SPORTS PARK, LLC
CALLED 17.038 ACRES
DOC. NO. 21001644
D.R.H.C.T.
JANUARY 13, 2021

CLINTON D.
CUNNINGHAM AND
DAWN CUNNINGHAM
CALLED 5.000 ACRES
DOC. NO. 21021667
D.R.H.C.T.
DECEMBER 29, 2011

CLINTON D.
CUNNINGHAM AND DAWN
CUNNINGHAM
CALLED 10.00 ACRES
DOC. NO. 21021667
D.R.H.C.T.
DECEMBER 29, 2011

ROBERT MOKHTARIAN
CALLED 79.9 ACRES
DOC. NO. 374123
D.R.H.C.T.
FEBRUARY 01, 1995

VIKTOR KOPPONEN AND
SIRKKA KOPPONEN
CALLED 82.02 ACRES
DOC. NO. 09617651
D.R.H.C.T.
AUGUST 30, 1996



PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY.

2306-001 MOKHTARIAN
TRACT



Village Grove – Dripping Springs, Texas
September 10, 2021

PARKLAND AND OPEN SPACE CALCULATIONS

Property Overview

Village Grove is a planned residential community located south of US 290 and east of Rob Shelton Blvd. The property shares its western border with the Dripping Springs Sports and Recreation Park within the City of Dripping Springs. The property is approximately 111.7 acres to be zoned for a maximum of 531 residential units.

The property terrain is bordered to the north and south by hilltops, one adjacent to its northern border and another hilltop on the southern border. On the southwest portion of the property, south of Sports Park Road, the property has a natural rolling terrain with a prairieland feel. Native grasses dominate this area with very few trees. As the property continues to the east, slopes become more varied and tree cover becomes increasingly dense with a mix of Ashe Junipers and native hardwoods, such as Live Oak and Elm trees. A natural drainage corridor runs between the two hilltops on the east side of the property, continuing off site and into the existing Preserve subdivision.

The Village Grove Parkland and Open Space Plan consists of a combination of public and private parkland and open spaces. The centerpiece of the public parkland component will be a 1.5 acre park lot dedicated to the City of Dripping Springs. The park space will be centered between the planned civic and retail buildings on the western edge of the project. This park space, currently referred to as the “The Grove,” will be the center point of the civic/retail site. The park will provide a destination gathering space for City residents, which includes an open lawn with ability to host market days, outdoor music events, and provide passive recreation with meandering sidewalks and seating areas under shade trees.

A second one (1) acre dedicated public park will be located centrally on the Village Grove Tract between the townhome and 50 foot detached residential neighborhood. This park will provide for passive and active recreation with trails, play area, pet waste stations and a playground with integrated shade.

Public dedicated open spaces will also be located within the eastern preserved areas of the Village Grove Tract. These open spaces will not be disturbed with construction of the project and will be left in pristine condition for hikers to enjoy the native wildlife and vegetation through these trail system corridors.

5.77 acres of private parkland is being credited toward the required parkland dedication with the construction of extensive trail systems linking the townhome residential neighborhoods to the rest of the community. The townhome front porches will face onto the private parkland corridors shown in the Parkland Exhibit, with the garages facing onto the alleys behind them. This design layout, with the front doors opening into shared manicured park space, creates ongoing opportunities for passive recreation, neighborhood events and pedestrian connections that extend beyond the townhome residences.



Parkland Calculations

Following is a summary of parkland requirements and the parkland provided within Village Grove project. The calculations are intended to support the Parkland and Open Space Exhibit.

I. Parkland Required by City of Dripping Springs' Code of Ordinances

1. Required

- a. One (1) acre of parkland per 23 living unit equivalents (DU's), satisfied by land dedication. Based on the maximum 531 residential units within the MUD No.1, a maximum of 23.09 acres of parkland credit shall be required.
- b. A Park Development Fee is required to be paid by the developer to meet the need for the active recreation parks. The fee is calculated by multiplying the number of dwelling units by \$648. The total required Parkland Development Fee for this project will be \$344,088, as shown on the submitted Parkland Exhibit.

II. Proposed Parkland Compliance Program

1. Public Parks

A total of 27.33 Acres is being dedicated to the City as public parkland credit. Within this public park land, there will be public and private parkland, open spaces and amenity ponds with passive and active recreation.

A list of the public improvements constructed and maintained by the private HOA in these areas include:

- o Public trails with connections to offsite trails where applicable
- o Seating areas with shade
- o Open lawn for passive recreation
- o A children's playground (school ages 5-12): ADA access children's playscape with twelve-inch (12") depth engineered mulch playground surfacing
- o Picnic areas
- o Irrigated and enhanced landscaping

2. Private Parkland

Private parkland will be distributed within the townhouse residential green spaces. The planned park corridors will serve to connect the residents of the townhome community into the civic/retail and public parks while also offering space for social interaction and passive recreation.

3. Open Spaces

Open spaces will be provided throughout the community. A total of 16.12 acres will be public open space with public trail connections through the corridors to serve as pedestrian linkages for the future developments south of Highway 290 to access the Mercer District, the Sports Plex and future retail planned within Village Grove.



III. Parkland Calculation Summary

Parkland Dedication Requirements: Based on parkland calculations required by the City of Dripping Springs Code, Village Grove is required to provide 23.09 acres of total parkland.

Proposed Parkland Credit: As shown in the Parkland Open Space Plan, a total of 27.33 acres of public and private parkland credit shall be provided in association with the development.

Total Residential Units:	531 units		
Parkland Requirement:	23.09 acres	(1 AC / 23 DUs)	
Parkland Credit Summary	Total Area	Credit	Dedication
Public Park	2.60 acres	100% Credit	2.60 acres
Public Open Space	16.12 acres	100% Credit	16.12 acres
Amenity Pond	2.84 acres	100% Credit	2.84 acres
<hr/>			
Private Parkland Credit	21.56 acres		21.56 acres
Private Parkland	7.08 acres	100% Credit	5.77 acres
Private Open Space	1.23 acres	0% Credit	0 acres
Non-Amenity Pond	0.49 acres	0% Credit	0 acres
<hr/>			
Public Parkland Credit	9.53 acres		5.77 acres
Total Private and Public Parkland Credit			27.33 acres
Required Parkland Dedication			23.09 acres
Delta:			4.24 acres

IV. Maintenance

The Parkland and Open Space Plan for Village Grove includes public parks, detention ponds and private and public open spaces. All parkland and open space areas will be maintained by the community’s Homeowner Association (H.O.A.). The public open space areas will also be maintained by the H.O.A. through an access easement overlay (to be coordinated with the City). The H.O.A. will be established prior to selling homes and will be funded through a community fee. This fee will be used to maintain parks, open space trails, entry feature monuments and public areas within H.O.A. access easements.

V. Phasing

Village Grove will be a phased residential community. Following is a summary of anticipated dedication (as applicable) and construction of parkland:

- The first phase of construction will include the primary road network. These include the connection from Highway 290 to Rob Shelton Blvd. The roadside trails and landscape buffers will be constructed during this time.
- The one (1) acre public park will be constructed during the construction of the surrounding residential neighborhoods.
- “The Grove” public park shall be constructed in conjunction with the surrounding civic and retail project construction.

PARKLAND SUMMARY

Residential	531 units		
Required Parkland Area:	23.09 acres	1 AC / 23 DUs	
Parkland Credit Summary		Area	Dedication
Public Parkland			
Public Park	2.60 acres	100% credit	2.60 acres
Public Open Space	16.12 acres	100% credit	16.12 acres
Amenity Pond	2.84 acres	100% credit	2.84 acres
Total Public Parkland Dedicated:	21.56 acres		21.56 acres
Private Parkland			
Private Parkland	7.08 acres	100% credit	5.77 acres
Private Open Space	1.23 acres	0% credit	0.00 acres
Non-Amenity Pond	0.49 acres	0% credit	0.00 acres
Total Private Parkland :	9.53 acres		5.77 acres*
Total Private & Public Parkland Credits:	27.33 acres		
Required Parkland Dedication:	23.09 acres		
Delta:			4.24 acres
Parkland Development Fee		Units	Calculation
Total Required Fee	531		\$648 / DU
			\$344,088
Offroad Trails	11,038 lf		
Roadside Concrete Trails	6,698 lf		

*Private Parks can count up to 25% of total required parkland acreage.





City of Dripping Springs

Post Office Box 384
 511 Mercer Street
 Dripping Springs, Texas 78620

Item # 2.

Agenda Item Report from: Laura Mueller, City Attorney; Tory Carpenter, Senior Planner; Howard Koontz, Planning Director

Meeting Date:	October 5, 2021
Agenda Item Wording:	Presentation and discussion regarding a Letter Agreement between the City of Dripping Springs and New Growth related to wastewater, transportation, and density for a property north of Highway 290 on Roger Hanks Parkway. Applicant: Isaac Karpay, New Growth Enterprises, L.L.C.
Agenda Item Requestor:	Isaac Karpay, New Growth Enterprises, L.L.C.
Applicant:	Isaac Karpay, New Growth Enterprises, L.L.C.
Owner:	Whit Hanks
Staff Recommendation	Provide recommendations related to this project which will be presented for action on October 19 th .
	<div data-bbox="479 934 706 1134"> <p>LEGEND</p> <ul style="list-style-type: none"> ■ 1-STORY RESIDENTIAL ■ 2-STORY RESIDENTIAL <p>CONCEPTUAL PROJECT INFORMATION*</p> <p>TOTAL RESIDENTIAL AREA - 28.78 ACRES</p> <p>RESIDENTIAL - 288 UNITS AT 10 DU/AC GROSS</p> <p>1 80 DUET HOME - 1-STORY DUPLEX - 76 UNITS 2 80 COTTAGE HOME - 1-STORY ATTACHED GARAGE - 35 UNITS 2 80 COTTAGE HOME - 2-STORY ATTACHED GARAGE - 31 UNITS 3 80 COTTAGE HOME - 2-STORY ATTACHED GARAGE - 50 UNITS TOWNHOMES - 2-STORY ATTACHED GARAGE - 76 UNITS</p> <p><small>*PROJECT DETAILS ARE REPRESENTATIVE AND MAY CHANGE BASED ON FURTHER ANALYSIS DURING THE DESIGN PROCESS</small></p> </div> 

Summary/Background:

The applicant is a Planned Development District that will allow 288 units plus a commercial center on 36 acres. The property is located south of U.S. 290 on Roger Hanks Parkway. The proposal includes approving the density of the project (10 units per acre based on net acreage of residential site) and that the product is a rental townhome product. All other matters will be determined by separate agreement or during the Planned Development District process. The preliminary Transportation plan will include improvements to Roger Hanks Parkway to be finalized during the PDD process.

Physical and Natural Features:

The property is vacant with tree coverage.

Surrounding Properties:

The northern border of this property fronts U.S. 290 and straddles Roger Hanks Parkway. It is adjacent to the County offices.

Utilities:

The City will provide wastewater. Water will be provided by the Dripping Springs Water Supply Corporation.

Memorandum of Understanding approval:

- Up to 288 residential units (10 units per acre)
- Townhome rentals

Evaluation of the Proposed MOU:

Density: The property is currently zoned Commercial Services. This would allow this property to be used for any use allowed for Commercial Services and any less intense use including less intense uses. Our prior interpretation of this cumulative zoning has included allowing multi-family and townhome uses. The Proposed MOU would be to change this property to a Planned Development District that will include rental townhomes which is a hybrid of a townhome zoning use and a traditional multi-family use. If used as an SF-5 (attached residential district) the units would be around 17 units per acre (minimum 2500 sq ft lots). If allowed as a Multi-Family use it would allow 24 dwelling units per acre.

Zoning Districts	Lot Size	Units per acre*	parkland per acre**
SF-1	1 acre	1	0.04
SF-2	0.5 acre	2	0.08
SF-3	3,500 sq ft	12.5	0.5
SF-4	10,000 sq ft	4.35	0.174
SF-5	2,500 sq ft	16.67	0.6668
MF	1,815 sq ft	24	0.96

1 acre= 43,560 sq ft

*Maximum density a subdivision can build to

The proposed units per acre is 10 per acre which would be allowed in SF-3; SF-5; or Multi-Family.

Planning staff finds that the proposed density in this area is not inherently inappropriate. However, the following staff recommendations should be considered during Planned Development District negotiations to reduce potential negative impacts.

1. Provide additional amenities within the development: The goal is to increase the likelihood that residence will want to do things within the development, even when they aren't at home. Improvements could include expanding the existing facilities or adding new ones.
2. Redesign the commercial site to serve the residence: The existing layout of the commercial development should be oriented towards the development as opposed to US 290. This would encourage commercial uses that serve the residence and increases the likelihood that residence will walk to these services. A redesign of the commercial site should include direct pedestrian connections aside from Roger Hanks Pkwy.
3. Other issues that will need to be specifically addressed in the PDD include: (a) parking; (b) parkland dedication fee in lieu; (c) maintenance of the infrastructure and facilities; (d) facades and exterior architectural standards; and (e) adequate road infrastructure including street sections.

Transportation: The DAWG requested that the developer make improvements to Roger Hanks Parkway including a median. In the MOU, the developer has agreed to make whatever transportation improvements are required by the TIA and to work with City Staff on the planned improvements.

Wastewater: The DAWG requested that the developer find a backup method of wastewater that did not include pump and haul. They have agreed to not use pump and haul and work with the City on whatever wastewater plan works best for the City and the developer.

Parks: The parkland proposal, which is not being approved in the MOU, is short 2.75 acres. The proposal will need to be taken to the Parks Commission as we work through the Planned Development process. The review will be whether the proposed amenities are sufficient or whether the project will need to dedicate additional parkland or pay a parkland dedication fee. The project will pay the Park Development Fee.

KEENAN SMITH – CITY ARCHITECT

Community Planning / Exterior Design / Eco-D Comments Keenan E. Smith - AIA / October 1, 2021

Executive Summary: The New Growth Project was introduced via the Economic Development Committee. As presented and elaborated in further information sessions, it represents an innovative and desirable alternative to the recent burgeoning wave of subdivisions sweeping over Dripping Springs. It holds the possibility of providing an appropriate

concentration of badly needed new housing in an attractive, mixed-use, walkable form of development which is consistent and complementary to the City's Comprehensive and Transportation Master Plans.

Housing Supply: The Economic Development Committee has a long-standing initiative to promote the provision of more attainable Work Force Housing. The New Growth Project presents a thoughtful intriguing approach to supplying a variety of housing needs, via the emerging and growing Built for Rent (BFR) market sector.

Comprehensive Plan: The project location at the intersection of Roger Hanks Parkway (RHP) corresponds with the emerging "Mixed Use Node" contemplated by the Future Land Use Element of the 2016 Comp Plan. As regional growth pressures mount, Dripping Springs will continue to expand and develop to the west. This intersection is a logical location for a cluster of more intense land uses, recognizing and leveraging its transportation and land use attributes with mixed-use development potential to serve the westward expansion and future of the City.

Transportation Plan: As RHP is extended to the north (underway), through Heritage PDD.5, connecting to RR-12 as part of the City's Transportation Plan framework, this intersection will assume a more important and strategic development role. The signalized location provides connections to US 290, the nearby DSISD High School and Middle School campuses, and serves as a "gateway" to the Creek Road / Mount Gainor Rd. Scenic Recreation Corridor while setting up future transportation connections in / around the Southwest Quadrant of Dripping Springs.

Mixed Use: The idea of a mixed-use, walkable planning & development concentration, containing a mix and variety of housing opportunities, retail, office, and even civic functions (Hays Precinct #4 Office) was at the core of the original development concept for Roger Hanks Park (Whit Hanks-w/ P. Calthorpe). The New Growth project is set to provide sidewalks and a trail system to promote walkability, including connectivity and potential integration with commercial parcels along the US 290 frontage as part of the future development.

Architectural Design: Preliminary exterior design concepts have been reviewed and are evolving in an attractive and encouraging "Hill Country Modern" direction. Architectural scale and massing schemes are appropriate, with village-like pitched- roof forms, porches promoting entries & pedestrianism, and a clean, calm palette of materials and colors. Efforts will continue in the PDD process to define a simple, agreeable Alternative Exterior Design consistent with the City's guidelines and befitting the look, feel and character of the "Gateway to the Hill Country."

Commission Recommendations:	The DAWG discussed this project and had questions related to the density, traffic on Creek Road, and recommended the transportation and wastewater plan in the proposed MOU.
Actions by Other Jurisdictions/Entities:	N/A
Previous Action:	N/A
Recommended Action:	Provide specific recommendations related to the density and product proposals for this project.
Budget/Financial Impact:	The City will gain additional property tax, roads, trails, and various development fees.
Attachments:	<ul style="list-style-type: none"> - Proposed MOU - Exhibits - Staff Report
Related Documents at City Hall:	PDD Application and Draft
Public Notice Process:	Notice will be published for the Annexation.
Public Comments:	Comments have not been received.
Enforcement Issues:	N/A
Comprehensive Plan Element:	N/A

MEMORANDUM OF UNDERSTANDING

NewGrowth Enterprises, LLC, a Texas limited liability company (“NG”) and the City of Dripping Springs, Texas, a general laws municipality (“City”) enter into this Memorandum of Understanding (“MOU”) effective as of _____, 2021.

Recitals

- A. NG has submitted a draft Planned Development District No. ____ (“PDD”) to the City for review and approval.
- B. The land within the PDD is substantially all of the lots in Roger Hanks Park, a subdivision in Hays County, Texas located within the City Limits of the City, and as more particularly identified and described in Exhibit “A” (the “Property”).
- C. The Land will be a residential development consisting solely of rental residential units and related amenities (the “Project”). There is a commercial portion that borders US 290.
- D. The Project is within the area specifically designated by the City’s Comprehensive Plan – Emerging Mixed Use Activity Center (Development and Building Ordinances – Section 2.1), which states, “In specific areas of town identified as activity nodes [in which the Project is located], more flexible form-based zoning will be used. This type of zoning focuses more on building appearance, size, and relationship to other buildings and the street rather than strictly controlling uses in that building. In targeted nodes, the goal is to provide opportunity for a mix of uses that can meet community needs of lower cost housing along with additional retail, office and commercial uses”.
- E. As a residential rental community, it will provide attainable, attractive rental homes for those desiring to live in Dripping Springs, but choose not to own, or cannot afford to purchase a house, or for those desiring to downsize and not have the burden of home ownership.
- F. In order to proceed with the Project, the City and NG desire to reach an accord regarding the Project’s density, provisions for wastewater treatment, parkland dedication, and transportation improvements to Roger Hanks Parkway (the “Essential Elements”).
- G. NG has a limited time frame within which to obtain the City’s consent to the Essential Elements and therefore is seeking its approval.

NOW THEREFORE, the City and NG agree to the following Essential Elements:

1. The Project will be constructed consistent with the Concept Plan attached hereto as Exhibit B, which consists of up to 288 single family residential dwellings, dedicated trails, parkland, an amenity center, and other amenities benefitting the residents of the project. Additionally, there is a commercial portion that is separate from the residential area and which borders US 290, as shown on the Concept Plan.
2. The Project’s dedicated public and private parkland shall contain 9.77 acres leaving a deficit of 2.75 acres required by the City of Dripping Springs Parkland Ordinance which would require 12.52 acres. NG shall pursue a credit for its on-site amenity

improvements (community use of pool, clubhouse, trails) which will relieve the use of the City’s public facilities to offset the 2.75 acre difference. The proposed pool, parks, trails and open space plan is attached hereto as Exhibit “C”. The project will pay all required Park Development Fees.

3. The Project is planning to construct and fund a wastewater line extension from the City’s West Interceptor sewer line to the Property and US Hwy 290. The extension will service the Project and be available for property north of US Hwy 290. It is anticipated that the City’s West Interceptor sewer line will be completed and operational for transporting the Project’s wastewater to the City’s sewer plant prior to the Project’s completion; however, as a safety measure, until the West Interceptor line is available to the Project, NG will either (i) apply for a TLAP permit for treatment of the Project’s wastewater or (ii) apply for on-site septic permits. The Project will not discharge any wastewater until (i) the TLAP or septic system apparatuses are permitted and operational or (ii) the Western Intercept sewer line is operational and available to transport the Project’s wastewater to the City’s sewer plant.
4. The City is reviewing the proposed improvements to Roger Hanks Parkway that have been submitted by NG. One plan creates a center turn lane and the other creates a center median. NG will accept the decision of the City as to which best serves the community.

This MOU shall serve as the approved outline of the Project as it relates to the Essential Elements addressed herein.

City of Dripping Springs, Texas

By: _____
 Name: _____
 Title: _____

NewGrowth Enterprises, LLC

By: _____
 Name: _____
 Title: _____

EXHIBIT "B"
The Concept Plan



LEGEND

- 1-STORY RESIDENTIAL
- 2-STORY RESIDENTIAL

CONCEPTUAL PROJECT INFORMATION*

TOTAL RESIDENTIAL AREA - 28.78 ACRES
 RESIDENTIAL - 288 UNITS AT ± 10 DU/AC GROSS

1 BD DUET HOME - 1-STORY DUPLEX - 76 UNITS
 2 BD COTTAGE HOME - 2-STORY ATTACHED GARAGE - 31 UNITS
 3 BD COTTAGE HOME - 2-STORY ATTACHED GARAGE - 51 UNITS
 TOWNHOMES - 2-STORY ATTACHED GARAGE - 76 UNITS

*PROJECT DETAILS ARE REPRESENTATIVE AND MAY CHANGE BASED ON FURTHER ANALYSIS DURING THE DESIGN PROCESS



NEW GROWTH - DRIPPING SPRINGS
 DRIPPING SPRINGS, TEXAS
 Illustrative Site Plan



FOR ILLUSTRATIVE PURPOSES ONLY

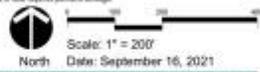
EXHIBIT "C"

Parkland Area



SEC Planning, LLC
 Land Planning • Landscape Architecture • Community Planning
 NUTTEN, TEXAS
 1100 S. Loop West
 www.secplanning.com • 409.486.8888

**EXHIBIT C
 PARKLAND EXHIBIT
 NEW GROWTH
 DRIPPING SPRINGS, TEXAS**



DATE PLOTTED: 12/15/2021 10:53:00 AM PROJECT: C:\Users\j\OneDrive\Documents\New Growth\Parkland Exhibit - Update.dwg
 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

New Growth Roger Hanks Development – Community Benefits

September 29th, 2021

Housing Options, Choices, and the Comprehensive Plan

The New Growth Roger Hanks development is a purpose-built single family rental neighborhood that offers a wide variety of living options for residents. Using form-based design techniques to create interesting and activated streetscapes the community will provide much needed housing diversity to the City of Dripping Springs. This is accomplished by intermingling 1- and 2-story single family detached homes, townhomes, and duplexes within the same professionally managed rental community. Resident homes on-site range from a 700 square foot 1 bedroom duplex up to a 1,700 square foot 3 bedroom single family detached home with two-car garage. These diverse unit offerings will serve a broad range of demographic needs and preferences which is vital for the City to attract and retain residences in the community.

This product type and residential land use at Roger Hanks will be a tremendous asset and benefit to the City. With housing inventory at historic lows, pressure continues building and pushing up home prices in the area. This creates challenges to deliver sufficient new, high-quality housing that is attainable to a wide range of Dripping Springs' residents. As a carefully crafted neighborhood designed for people seeking a maintenance-free, single-family home lifestyle with none of the burdens of ownership, the New Growth Roger Hanks development is a significant part of the solution and aligns with the City Comprehensive Plan.

The Project is within the area specifically designated by the City's Comprehensive Plan – Emerging Mixed Use Activity Center (Development and Building Ordinances – Section 2.1), which states, "In specific areas of town identified as activity nodes [in which the Project is located], more flexible form-based zoning will be used. This type of zoning focuses more on building appearance, size, and relationship to other buildings and the street rather than strictly controlling uses in that building. In targeted nodes, *the goal is to provide opportunity for a mix of uses that can meet community needs of lower cost housing along with additional retail, office and commercial uses.*" By incorporating a variety of housing types, with pedestrian connectivity to a commercial parcel, the Project adheres to the stated goals in the Comprehensive Plan and will be an excellent addition to the community.

Parkland and Amenities

The Development provides parkland elements for the benefit of its residents and the surrounding Dripping Springs community. The Property is characterized as a mix of open ranchland pasture with a natural dry creek bed and ponds with varying topography on the western side of the tract.

The community features a combination of private and public parkland and open space. The centerpiece of the public parkland component will be a 4.7 acre park lot dedicated to the City of Dripping Springs as public land along with public open space, and amenity ponds. In addition, private parkland and open spaces are incorporated in the site design in thoughtful locations. This includes a linear green connected to the clubhouse amenity center and pocket parks with opportunities to preserve existing trees. An extensive network of public and private trails is designed and will be constructed to enhance pedestrian connectivity and promote outdoor recreation.

Additional amenities provided on-site to include:

- 3,500+ square foot Class A clubhouse amenity facility
- 1,500+ square foot resort-style pool
- Yoga/fitness rooms
- Barbecue grills/outdoor kitchen with ramada shade structure
- Indoor and outdoor lounge areas
- Bike racks
- Benches and seating
- Electric car charging stations

Utility Infrastructure

The Project will construct and fund a wastewater line extension from the City's West Interceptor sewer line to the Property and US Hwy 290. The extension will service the Project and be available for property north of US Hwy 290. This infrastructure investment is a substantial community benefit as it will improve the City's wastewater collection system and is necessary to create more development opportunities for surrounding properties and parcels north of US Hwy 290.

Transportation Infrastructure

The Project will improve Roger Hanks Parkway along the Property frontage and the existing entry archway monument. The new street section features a landscape median based on the latest iteration of the City Thoroughfare Plan. This infrastructure investment will create an aesthetically pleasing street design for residents and members of the surrounding community. Along with the beautification it will improve safety for motorists and pedestrians, and assist with the urban heat island effect, all contributing to community benefits.

New Growth Roger Hanks Development

October 1st, 2021

Purpose Built Single Family Rental Industry

To address recent comments and questions from City of Dripping Springs stakeholders New Growth compiled industry publications that provide background and insight on the purpose built single family rental (SFR) industry. These articles highlight the following –

1. SFR is a well established residential land use that has been around for a long time. It continues to grow and evolve with increased consumer demand and more sophisticated developments.
2. These communities are institutionally owned and professionally managed. The industry leading expert John Burns Real Estate Consulting explains, “Dedicated single-family rental neighborhoods of +/- 100 to 300 units are institutional-level multimillion dollar investments that will be cared for and nurtured to increase in value. Maintenance will be better than older ‘mom & pop’ rental homes scattered in traditional communities.”
3. There is a substantial number of purpose built SFR homes nationally and in Texas and those figures will increase in the near and long term. According to the Yardi Matrix SFR sector bulletin there’s 13,187 purpose built single family rental units actively under construction nationally. These communities are “concentrated in the Southwest, Midwest and Southeast” and “some 12% of new single-family construction in 2021 is being done for rentals.” That is in addition to the estimated 96,000 existing purpose built SFR units.
4. Existing purpose built SFR communities are in Austin, San Antonio and surrounding cities such as Leander, Bee Cave, Bastrop, Pflugerville, Georgetown, and Kyle. Examples are highlighted in the Urban Land Institute rental housing publication and Austin Business Journal spotlight article on the residential housing sector. The consumer demand from residents is evident and will become an increasingly important part of the region’s housing stock.

The following articles have been attached for review with key excerpts highlighted –

1. John Burns Real Estate Consulting Market Overview December 2020
2. Yardi Matrix Bulletin SFR Sector Industry Overview July 2021
3. Urban Land Institute Rental Housing in America 2021
4. Austin Business Journal Single Residential Real Estate Central Texas May 2021

New Growth leverages decades of multifamily, single family, and master planned community expertise to approach purpose built SFR with a best-in-class delivery method. This involves utilizing successful elements from the industry and blending into a single cohesive project. This results in the greatest experience for residents and value for the City they are located. That is part of what makes the Roger Hanks development such a tremendous opportunity and exciting potential addition to the community.

Key Attributes Supporting Purpose Built SFR Development



The purpose of this document is to provide market context for the opportunity to develop purpose-built single-family build-for-rent homes. Understanding the renter profile and how these communities are managed can help overcome these objections.

Key attributes supporting purpose built single family rental (SFR) development are as follows:

- 1 Dedicated single-family rental neighborhood of +/-100 to 300 units are institutional-level multimillion dollar investments that will be cared for and nurtured to increase in value. Maintenance will be better than older “mom & pop” rental homes scattered in traditional communities.
- 2 Homes in dedicated single-family rental communities look the same as for-sale homes, and most prospective home shoppers are not aware that the neighborhoods have rented homes.
- 3 Hundreds (if not thousands) of rental homes exist in SFR communities the most popular, top-selling master planned communities in the country – without impacting new home sales
- 4 This new product niche fits between multifamily rental homes and for-sale single-family homes and allows developers to sell land faster than proforma and at a competitive price per acre.
- 5 Single-family home renters are usually more affluent than apartment renters. Many are “renters by choice” with household incomes often above \$100k. In its most recent earnings call, Invitation Homes reported “residents moving in over the last 12 months had an average income of nearly \$110K, covering rent by 4.8x.”
- 6 Purpose built SFR helps developers of MPCs and other communities sell land faster and get more homes occupied earlier. This can help accelerate retail development.
- 7 Rental homes can provide more-affordable housing alternatives at a time in the market cycle where many housing markets are pushing the limits on affordability of for-sale homes. We expect homeownership affordability to worsen in coming years due to high price appreciation – this may influence more households to look for single-family rentals as their housing solution
- 8 Opportunities are not limited to high growth markets – the oldest housing stock is in the Northeast and Midwest and consumers will appreciate homes with modern layouts and technology.

July 2021

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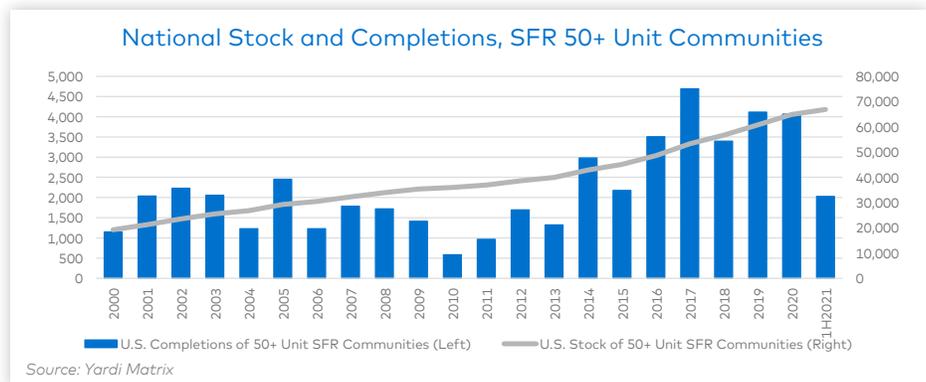
Institutions Are Flocking To Build Single-Family Rentals

The institutionally owned single-family rental market, formed in the ashes of the 2000s housing bubble, has been rejuvenated by COVID-19. The revival comes with a new twist: the build-to-rent segment, in which homebuilders develop single-family homes to rent.

Both the institutional single-family rental and build-to-suit segments gained momentum as a result of the pandemic, which created ideal conditions. Families wanted more space and the privacy of a detached home, but without the inherent limitations of a mortgage and homeownership.

Single-family rentals have long been a major subsection of the housing market, representing about one-third of the 46 million rental homes in the U.S. However, nearly 98% of single-family rentals are operated by mom-and-pop owners. Institutions did not enter the segment until after the Global Financial Crisis in 2008 and remain a small slice of the market.

That is changing, though. The potential for growth has prompted many institutional players to jump into the niche, with more than \$10 billion allocated to the sector by institutions over the last few years, according to corporate announcements and news reports.



Increasingly, the way institutions are growing their presence is to build their own communities. Some 12% of new single-family construction in 2021 is being done for rentals, according to John Burns Real Estate Consulting. With so much capital looking to invest in the sector and the demand for rentals rising, we would expect build-to-rents to increase rapidly for at least the next several years.

Market Born in GFC; COVID-19 Second Wave

Although single-family rentals have long been a major component of the U.S. housing industry, there was virtually no institutional capital in the segment until the wake of the Global Financial Crisis that started in 2008 after lenders doled out overleveraged subprime loans and sold them to investors in mortgage-backed securities (MBS). As loans defaulted, banks accumulated tens of thousands of foreclosed mortgages. Taking a cue from the strategies used for foreclosed commercial mortgages during the savings & loan crisis in the late 1980s and early 1990s, institutions seized the opportunity to buy the loans in bulk at steep discounts.

Institutional purchases of single-family homes reached 100,000 in 2012 and peaked at 180,000 in 2013. Even at that peak, the institutional market barely topped 5% of the 3.5 million residential home purchases that year, with concentrations in the Southwest and Southeast. The biggest buyers in the 2010-2013 first wave of institutional investment were American Homes 4 Rent, Starwood Waypoint Residential Trust, Colony American Homes and Invitation Homes.

After the initial growth period, when buying loans in bulk was no longer an option, the industry's growth slowed. Investors found it time-consuming and expensive to invest large pools of capital in \$200,000 chunks. Plus, the nature of the product creates hurdles that must be overcome. Single-family homes need a steady stream of repairs, and unlike apartment complexes, they're usually not next to each other, making maintenance less efficient.

The sector seemed destined to be an enduring but small niche until it was revived by COVID-19. The pandemic and work-from-home gave young families motivation to leave urban apartments and seek out housing with more rooms and yards

U.S. SFR Price per Unit and Sales Volume by Year,
50+ Unit Communities



Source: Yardi Matrix

for children. Yet many families who wanted to live in suburban housing did not have the savings or desire to be homeowners. Some detached-home renters lack the means to qualify for a mortgage; others want the flexibility to move.

That created demand for single-family rentals at a time when large amounts of capital flowed to commercial real estate, particularly in multifamily. Acquisition yields for apartments, however, are in the 4% range in most markets. That led deep-pocketed investors who have capital and are looking for potential growth and/or high-yield segments to revisit single-family rentals. Among the institutions that have invested or allocated billions to the sector include BlackRock, Blackstone, Lennar, Brookfield and JP Morgan Asset Management. REITs that have significant holdings of SFRs include Invitation Homes, American Homes 4 Rent and Tricon Residential.

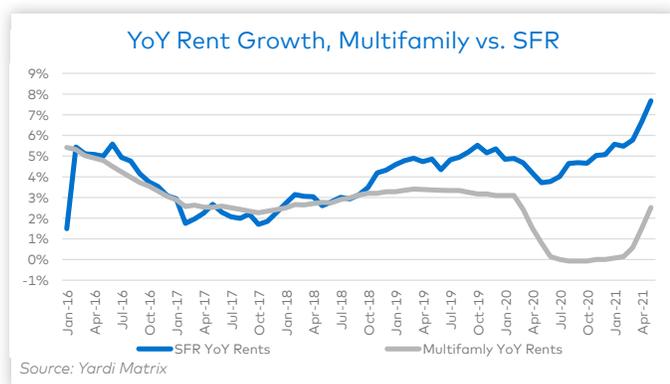
Merely having capital doesn't solve the issue of scale, though. Since loan foreclosures remain rare, assembling portfolios must be done either through one-off home acquisitions or through new construction. An increasing number of SFR owners are opting to build single-family portfolios to rent.

There are hurdles to build-to-rent, including finding enough land to support the construction of a large number of adjacent homes. SFR tracts tend to be in far-flung suburbs, since few cities and inner-ring suburbs have the vacant land necessary. The advantages of build-to-rent include the ease of

managing properties close together, with the operator able to build to their own specifications and quality level. In addition, many renters prefer a new home and are willing to pay higher rent for it.

Regional, Market-Level Disparities

One of the main arguments for SFRs is performance, which has been very good in recent years. The review of the 65,000-plus properties in our database indicates that occupancy rates and rent growth have been robust for most of the past decade and rent growth has exceeded multifamily in recent years.



Since the beginning of 2016, the average SFR rent nationally has increased by 24.1% to \$1,691, according to Matrix data. Unlike multifamily, which saw rents drop during the pandemic in some markets—particularly the urban submarkets in gateway metros—SFR rents accelerated over the past year. Through mid-year 2021, SFR rents were up 6.4% nationally (all data cited is Yardi Matrix). That's after rent growth of 5.3% in 2020, 5.2% in 2019, and 3.7% in 2018. Occupancy rates in our portfolio have been steady and were 94.3% at mid-year 2021. Rent growth over the last two years generally has been strongest in secondary and tertiary markets, where the most stock is situated.

Unlike other commercial property types, there is very little SFR stock in the Northeast and in primary metros, for several reasons. One is

that the original institutional involvement was concentrated in areas where there were bulk foreclosure sales. That is easier to accomplish in some states than others, due to how the foreclosure process is operated and the fact that for economic reasons some metros saw a larger concentration of foreclosures during the GFC.

Another issue is the availability of land. Primary markets such as New York, Boston, Chicago and San Francisco have very few of the large plots of land needed to build complexes with dozens of single-family homes. SFR stock is concentrated in the Southwest, Midwest and Southeast. Metros such as Phoenix that have huge expanses of available land present much more of an opportunity for single-family rental communities.

The regional disparity is reflected in data on properties under construction. Of the 12,246 SFR units under construction in 50-plus unit communities, more than two-thirds (8,491) are in secondary markets and the rest (3,755) are in tertiary markets. No SFR communities are being built in gateway metros.

By region, the Southwest (4,896) and Southeast (3,978) have by far the most units under construction, trailed by the Midwest (1,716) and West (1,522). The number of units being built in the Northeast (134) is negligible. Developers with the most SFR build-to-rent communities under construction are American Homes 4 Rent (1,603), NexMetro Communities (1,336) and Redwood Living (1,067).

Phoenix has both the most existing SFR properties in 50-plus unit communities and the most such properties under construction. Phoenix has nearly 6,000 existing SFR communities and more than 2,500 under construction. Other metros with the most existing units in large communities are Columbus (4,300), the Inland Empire (2,500), Detroit (2,500) and Kansas City (2,200). Other metros with the most SFR communities under

construction are Jacksonville (766), Charlotte (719), Houston (644) and Atlanta (544).

The largest owners in our database are Redwood Living (9,806 units), Inland Real Estate Group (1,579), NexMetro Communities (1,510) and Lewis Group (1,254). These are not the largest institutional owners of SFRs, but the largest that own contiguous homes in communities with 50-plus units in our database.

American Homes 4 Rent owns more than 55,000 single-family units, but the bulk of its existing portfolio encompasses homes acquired as standalone properties. AH4R represents the development of the industry, as the company's strategy has evolved to include a robust build-to-rent program. The REIT's growth strategy has changed to recognize that building is often a more efficient way to grow than buying pre-existing homes one at a time.

Units Under Construction by Market Size

	50+ Community Units U/C
National	13,187
Secondary	9,266
Tertiary	3,921
Gateway	0

Source: Yardi Matrix

Units Under Construction by Region

Region	50+ Community Units U/C
Southwest	5,062
Southeast	4,549
Midwest	1,716
West	1,666
Northeast	194

Source: Yardi Matrix

Units Under Construction by Metro

Market	50+ Community Units U/C
Phoenix	2,592
Houston	1,035
Jacksonville	766
Charlotte	719
Dallas	551
Atlanta	544
Charleston	475
Sacramento	422
Austin	374
Denver	337
Des Moines	334
Salt Lake City	292
NC Florida	283
San Antonio	277
Las Vegas	266

Source: Yardi Matrix

Units Under Construction by Builder

Owner	50+ Community Units U/C
American Homes 4 Rent	1,603
NexMetro	1,336
Redwood Living	1,067
D.R. Horton	705
Camillo Properties	644
Newport Pacific Land	507
Petrovich	422
Capstone Collegiate	283
Sands Companies	253
The Wolff Company	230
Brown Group	217
Harvard Investments	212
RangeWater	197
GTIS Partners	197
Moderne	185
Transcendent	184
Wright Homes	180
Edgewater Ventures	177
Tradition Companies	176
El Dorado Holdings	174

Source: Yardi Matrix

Yardi's Central Data Repository

The lack of market information and transparency is an impediment to SFR growth. There is no central repository of information, and the vast majority of properties are detached, making data collection difficult. Yardi Matrix is stepping into that breach with a new database of single-family rental communities that currently encompasses more than 730 communities with 96,000 units and continues to expand. To meet the criteria for our database, properties:

- Must be in complexes with 50 or more units;
- Must not share walls with other structures; or
- If they have shared walls, neighbors must not be above or below, and they must have a direct-access garage.

Our SFR database, which is likely the largest database of single-family rentals in the U.S., still represents a small percentage of the overall institutional SFR market, which encompasses roughly 1.5 million units. The data does provide a standard definition of what is and what isn't SFR; performance of fundamentals such as rent and occupancy; valuations and sales data; a compilation of new supply (what's in the pipeline and where); and a list of investors in the segment.

What Build-to-Suit Offers

The institutional SFR market developed in the wake of the Global Financial Crisis in order to take advantage of the foreclosure crisis. When vulture investors swooped in to buy undervalued home loans from banks, many in the market were skeptical that the segment had staying power. Doubters expected institutional investors to cash out when home values recovered. "Is SFR a new niche sector or merely a trade?" was a common question.

Top Owners, 50+ Unit Communities

Owner	50+ Unit Community Units
Redwood Living	9,806
Inland Real Estate	1,579
NexMetro	1,510
Lewis Group	1,254
A.R. Building	620
City of Marina	548
Carmel Partners	540
Ashley Companies	523
Christopher Todd	508
Embassy Group	504
Blank Property	496
DRK & Company	492
Horizon Development	490
Sentry Asset	486
M3 Multifamily	470
Connor Group	470
Beachwold Resi	470
Dermot Company	456
Duff, Charles B.	439
Fairfield Properties	432

Source: Yardi Matrix

Although some institutions did cash out, others stayed in, though growth slowed until the pandemic breathed new life into the segment. Now lifestyle and demographic trends denote continued strong demand for SFRs. Meanwhile, the pandemic produced a sharp rise in savings that left institutions flush with cash and looking for real estate to buy. That has benefited niche segments as traditional asset classes have become extremely rich.

The logic of the investment doesn't make SFRs a slam-dunk. Managing vast pools of small assets remains a tricky endeavor that requires a specialized expertise. Institutional owners of SFRs need more than capital and willingness to succeed. Also required is efficient maintenance, technology adequate to manage and market properties, and the continued cooperation of economic trends. Not to mention that the SFR

market has yet to be tested over a long period of time.

Build-to-rent does offer a more stable environment in which to grow. Although much can still go wrong and space to build remains limited, there are advantages. It enables investors to control the product from start to finish, to create a “brand” as opposed to a random pool of assets,

to concentrate a larger number of holdings in fewer locations, and possibly to improve liquidity by adding to the potential number of market participants. As such, build-to-rent is likely to flourish in the next economic cycle.

—Paul Fiorilla, Director of Research, and
Casey Cobb, Senior Analyst

Appendix

Sales Volume by Metro

Metro	Total Dollar Volume (\$MM) Since 2015
Phoenix	\$762.9
West Palm Beach	\$180.8
Austin	\$141.9
Tucson	\$115.3
Long Island	\$111.8
Detroit	\$109.7
Twin Cities	\$105.5
Denver	\$98.8
Tacoma	\$98.3
Seattle	\$82.0
Dallas	\$74.8
Las Vegas	\$64.3
Baltimore	\$60.1
Tampa	\$60.0
Kansas City	\$57.0
Salt Lake City	\$53.1
Houston	\$51.4
Lexington	\$43.6
San Antonio	\$43.0
Columbus	\$38.5

Source: Yardi Matrix

Stock, Rent Growth by Region

Region	Stock-50+ Unit Communities	YoY Rent Growth - May 2021
Midwest	20,933	6.7%
West	15,247	8.0%
Southwest	14,856	10.0%
Southeast	10,696	6.3%
Northeast	5,147	4.7%

Source: Yardi Matrix

Stock, Rent Growth by Market Size

Market Size	Stock-50+ Unit Communities	YoY Rent Growth - May 2021
National	66,879	7.8%
Secondary	35,715	8.1%
Tertiary	29,068	7.4%
Gateway	2,096	2.6%

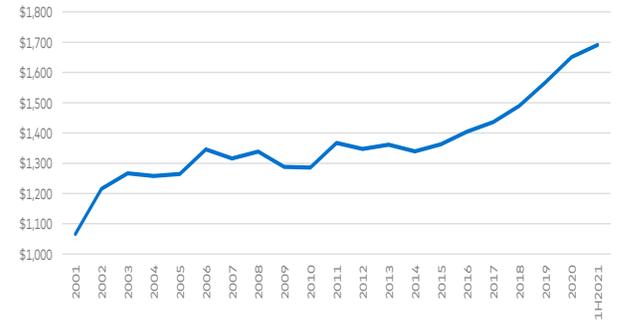
Source: Yardi Matrix

Stock, Rent Growth by Metro

Market	Stock-50+ Unit Communities	YoY Rent Growth - May 2021
Phoenix	6085	15.0%
Columbus	4309	6.7%
Inland Empire	2513	18.9%
Detroit	2499	6.7%
Kansas City	2232	5.2%
Dallas	1949	4.7%
Cleveland	1903	12.1%
Houston	1765	2.7%
Indianapolis	1654	5.9%
Central Valley	1633	11.1%
Twin Cities	1561	4.3%
Salt Lake City	1370	5.5%
Las Vegas	1292	12.3%
Tucson	1181	14.7%
Pittsburgh	1107	5.8%
Dayton	1096	1.0%
Toledo	1034	9.5%
Portland	980	2.6%
Rochester	968	7.5%
Lansing, MI	894	7.8%

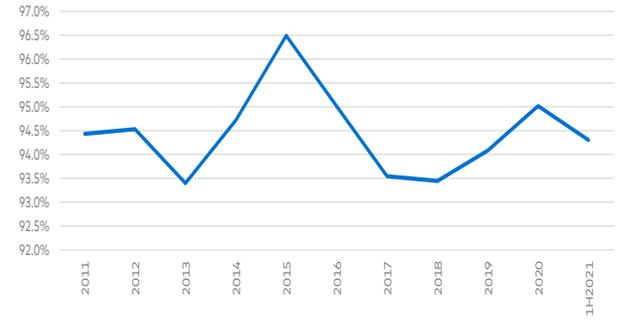
Source: Yardi Matrix

SFR National Rent Growth, 50+ Unit Communities



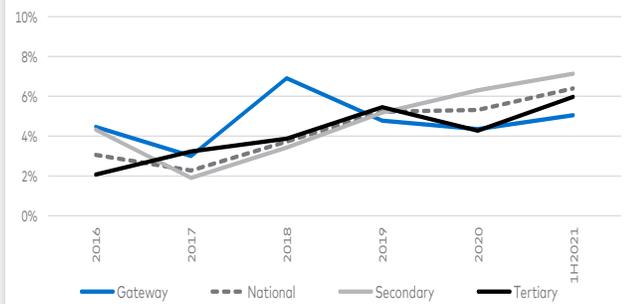
Source: Yardi Matrix

SFR National Occupancy, 50+ Unit Communities



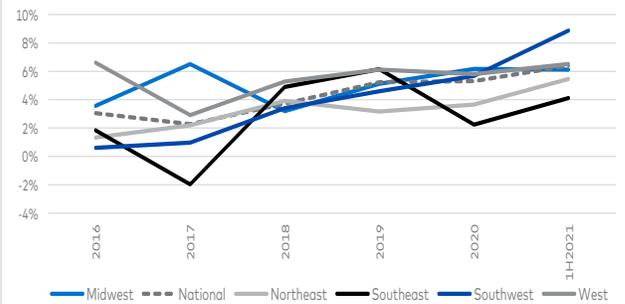
Source: Yardi Matrix

Avg. YoY Rent Growth, SFR 50+ Unit Communities by Market Size



Source: Yardi Matrix

Avg. YoY Rent Growth, SFR 50+ Unit Communities by Region



Source: Yardi Matrix

Completions by Market Size

Market Size	50+ Unit Community Unit Completions Since 2015
National	23,971
Secondary	14,070
Tertiary	9,838
Gateway	63

Source: Yardi Matrix

Completions by Region

Region	50+ Unit Community Unit Completions Since 2015
Midwest	8,788
Southwest	7,638
West	3,278
Southeast	3,224
Northeast	1,043

Source: Yardi Matrix

Completions by Metro

Market	50+ Unit Community Unit Completions Since 2015
Phoenix	5,026
Indianapolis	1,419
Detroit	1,371
Columbus	1,249
Lansing, MI	894
Dallas	806
Dayton	693
Salt Lake City	598
Cleveland	578
Inland Empire	524
Austin	497
Houston	484
Des Moines	448
Denver	418
Greenville	403
Fort Wayne	402
Charlotte	395
Kansas City	393
Cincinnati	367
San Antonio	332
Grand Rapids	323
Central Valley	310
Rochester	306
Tucson	301
Albany	294

Source: Yardi Matrix

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Low-Density Rental Housing in America



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The Urban Land Institute is a global, member-driven organization comprising more than 45,000 real estate and urban development professionals dedicated to advancing the Institute's mission of shaping the future of the built environment for transformative impact in communities worldwide.

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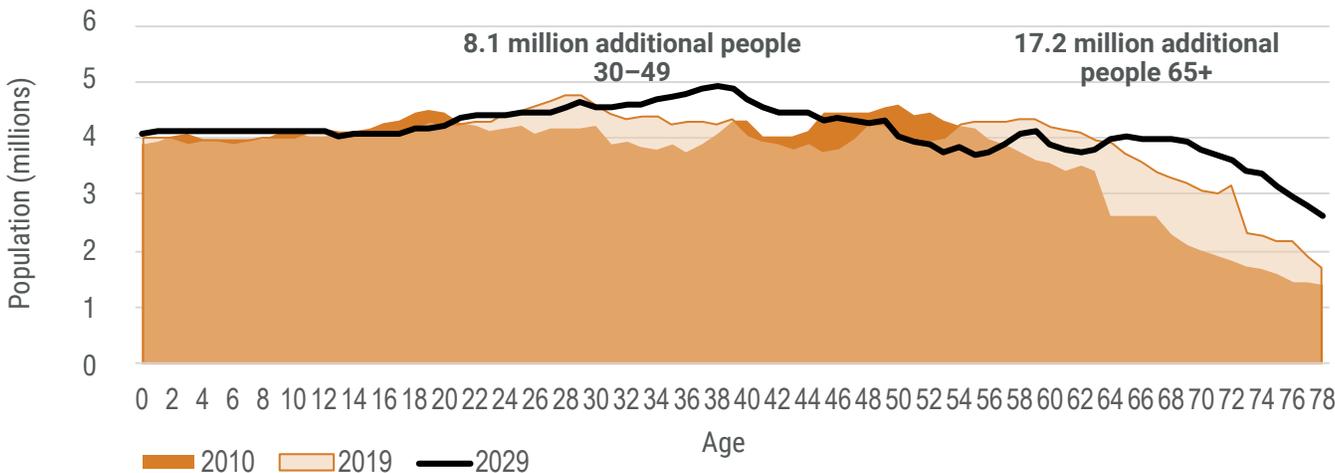
1. Introduction and Background

The United States is home to a broad spectrum of households with diverse housing needs; however, new rental deliveries in the past decade have primarily consisted of large-scale multifamily communities. Development patterns over the past decade have responded in part to the oversupply of single-family homes during the subprime lending crisis and the high concentration of millennials in their prefamily years, typically living in smaller urban apartments. Furthermore, regulatory challenges with missing-middle housing in many municipalities and the availability of equity and debt in the capital markets for conventional multifamily properties exacerbated rental housing’s uniformity.

Demographic trends suggest the number of adults under the age of 30 is likely to level out, but significant population growth in the

30- to 49-year-old segment is expected over the next decade as the millennial cohort continues to mature and progress into prime family formation ages. Although many of these households will purchase homes, as demonstrated across the country over the past 12 months, many millennials will continue to rent because of lifestyle or affordability reasons. Given the constrained housing market and rising construction costs, affordability is one of the most pressing challenges facing many Americans. The median sales price for a home in the United States has increased steadily since the Great Recession, whereas incomes have grown at a slower rate. Today, the median home price is 5.6 times higher than the median income in the United States, a significant change from the average of approximately 4.0 from 1985 to 2000.¹

HISTORICAL, CURRENT, AND PROJECTED POPULATION BY AGE
United States—2010, 2019, 2029 (projected)



Sources: U.S. Census Bureau; Esri.

¹ Moody’s Analytics.



Though the long-term implications remain uncertain, the COVID-19 pandemic will significantly influence the future of the real estate industry. Despite noteworthy increases in new-home sales and broad single-family-home price appreciation of new and existing homes, the pandemic and economic shutdowns have created financial hardship for millions of American households. As the *ULI Terwilliger Center 2021 Home Attainability Index* has reflected, homeownership is even further away today for many because of income or employment loss during the pandemic, coupled with the rapid rise in national home prices. As a result, many households will likely remain in the rental housing market for extended periods.²

The demographic tailwinds, the impact of COVID-19, and growing affordability concerns, highlighted in ULI's *Emerging Trends in Real Estate® 2021* report, contribute to the rapid institutionalization of a new rental housing product type: purpose-built single-family rentals. While single-family rental homes are not a novel concept, as households

have rented single-family homes for decades, purpose-built single-family rental homes are a relatively new concept.

Traditionally, single-family rentals have been primarily owned and operated by small-scale investors, accounting for more than 97 percent of existing inventory. However, following the subprime mortgage crisis and resulting Great Financial Crisis, several institutional investors (e.g., Invitation Homes/Blackstone Group, American Homes 4 Rent, Tricon American Homes) began aggregating homes in delinquency or foreclosure into rental portfolios. With national home prices bottoming in the first quarter of 2012 and excess housing supply in the market, many of these groups began to acquire significant numbers of individual properties. Despite these real estate investment trusts (REITs) and private companies purchasing tens of thousands of single-family homes over the past decade, it is estimated that institutional investors (owning more than 2,000 homes³) represent less than 3 percent of the total single-family rental homes in the United States.

² Michael A. Spotts, *ULI Terwilliger Center 2021 Home Attainability Index: Housing, Health, and the COVID-19 Crisis* (Urban Land Institute Terwilliger Center for Housing, March 2021), knowledge.uli.org/en/reports/research-reports/2021/terwilliger-center-home-attainability-index.

³ Altus Group and U.S. Census Bureau.

Given the increase in home prices and historically low inventory levels, single-family rental aggregators face scalability challenges. Furthermore, with portfolios spanning numerous submarkets and markets, these aggregators face challenges providing consistent and high-quality property management. Recognizing these challenges, both existing operators and new single-family rental developers entering the market are opting to pursue ground-up development on more significant sites or bulk takedown agreements from homebuilders to provide better management, service, and amenities as well as increase scalability.

Single-family rentals (SFRs) benefit from the maturing millennials seeking a new type of rental product that matches their changing lifestyles, empty nesters looking to downsize, and the array of households in transitional life stages. Single-family rental housing will likely benefit from a robust

segmentation strategy, appealing to both renters by choice and renters by necessity. Furthermore, SFRs provide the added interior space and yard for the growing number of households with pets and employees working from home, a key trend outlined in ULI's *Emerging Trends 2021*.

Given the strong tailwinds for purpose-built SFR housing, many new players have entered or are considering the purpose-built single-family asset type, including REITs, developers, investors, homebuilders, and crowdfunding platforms. Furthermore, given the organic growth of the product type over the past 10 years, a wide variety of products, communities, and strategies exist, which increases confusion across the industry and the media regarding nomenclature. RCLCO and ULI have set out to codify the SFR market's language, product types, and differentiating characteristics.

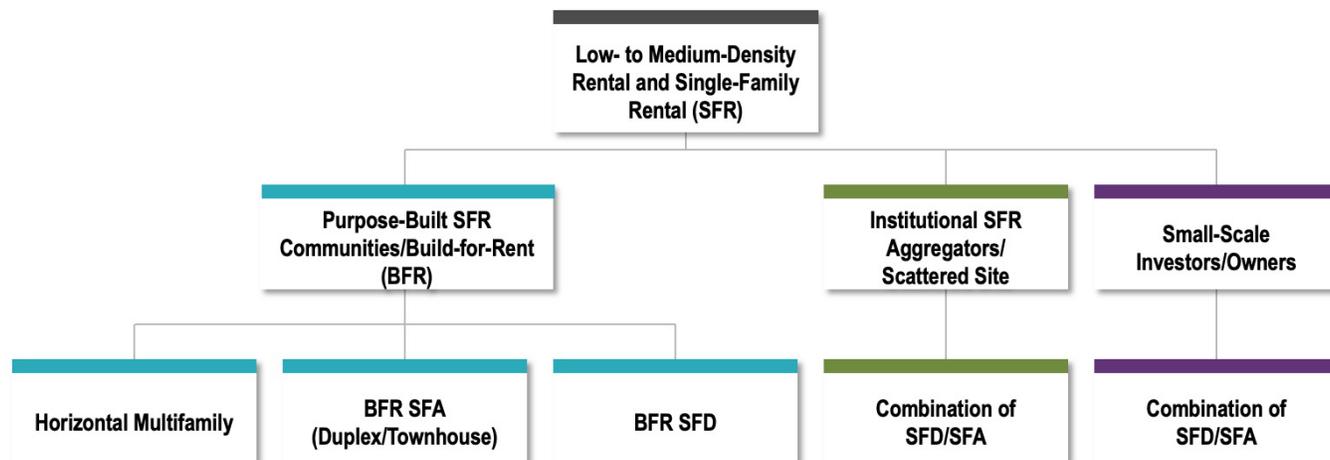


AHV COMMUNITIES

2. Defining a Rapidly Evolving Product Type

The competitive landscape for institutionalized SFR housing continues a rapid evolution as more companies enter the asset class, each with various strategies, product types, positioning, and locations. Market participants are diverse, including more than 60 known developers and operators nationwide, with more entrants each day. The SFR market includes individual investors;

REITs; purpose-built SFR developers (AHV Communities, Christopher Todd, NexMetro); diversified developers (Brookfield, Provident Realty); public and private homebuilders (Taylor Morrison, Lennar, Toll Brothers, David Weekley Homes); multifamily developers (Greystar, Middleburg Communities); crowdfunding platforms (Fundrise); and online marketplaces (Zillow).



BFR communities provide cohesive offerings of single-family rental homes, with on-site management and maintenance *within the three subcategories below*:

Horizontal multifamily communities share many similarities with multifamily properties in terms of unit sizes, unit types, and amenities but do not have stacked units

BFR single-family attached vary in scale, density, and orientation, but typically provide attached garages and larger unit sizes than horizontal multifamily communities

BFR single-family detached typically offer the largest homes of the three subcategories, often containing three or more bedrooms

Institutional SFR aggregators/scattered site consist of uniformly branded properties that are professionally managed and use a master leasing and operating platform; given housing supply constraints, aggregators are moving to bulk home takedown structures in partnerships with homebuilders

Small-scale investors/owners represent the largest share of units in the single-family rental market; homes are owned and operated by small-scale investors who typically own fewer than three rental properties

Single-Family definition: Single-family structures include fully detached, semi-detached (semi-attached, side-by-side), rowhouses, duplexes, quadruplexes, and townhouses. For attached units to be classified as single-family structures, each unit must be separated by a ground-to-roof wall and have a separate heating system and individual meters for public utilities, with no units located above or below.

Despite the significant variation in offerings already in the market, most market participants agree on the asset class's overarching term: **single-family rentals**.⁴ However, less consensus exists on the subclassifications. RCLCO and ULI analyzed hundreds of news articles and conducted interviews with various market experts to attempt to codify the language around the product type. Under the overarching SFR umbrella, land use is further differentiated based on the single-family rental structure and ownership model.

a. Small-Scale Investors/Owners: Representing more than 97 percent of the existing SFR housing market, this category is typified by individuals or groups of investors that purchase individual homes and rent them to tenants. Small-scale investors generally own few properties, with most owning fewer than three homes, and lack the scale required for operating and marketing efficiencies. These rentals are often referred to as the “shadow market,” with listings typically available on online marketplaces, such as Zillow. While less prevalent, some developers and builders are starting to market for-sale homes directly to individual investors looking to purchase rental properties.

b. Institutional SFR Aggregators/Scattered Site:

Representing the initial institutionalization of SFRs, these businesses aggregated thousands of homes across various markets and states following the Great Financial Crisis, leveraging scale and robust platforms to streamline the SFR process. Given housing constraints and elevated home prices in most rapidly growing U.S. markets, aggregators increasingly work with homebuilders to purchase blocks of new-construction homes in bulk to add to their platforms. This partnership with builders reduces market risks for homebuilders while allowing institutional aggregators the scale needed for capital deployment.

c. Purpose-Built SFR Communities/Build-for-Rent:

The newest of the three, this category includes communities specifically designed and dedicated to SFR housing. Build-for-rent (BFR) communities incorporate consistent branding, housing quality, and vintage. Furthermore, these communities often offer on-site resources, such as leasing services, property management, and amenities. Although multifamily rental properties could qualify as BFR, the industry jargon has quickly associated the term specifically with purpose-built SFR communities.

⁴ This report adopts for convenience the U.S. Census Bureau's definition, as follows. Single-family structures include fully detached, semi-detached (semi-attached, side-by-side), rowhouses, duplexes, quadruplexes, and townhouses. For attached units to be classified as single-family structures, each unit must be separated by a ground-to-roof wall and have a separate heating system, individual meters for public utilities, and no units located above or below.



The next layer of product and community differentiation relates to the specific product typologies. While small-scale investors and institutional SFR aggregators primarily own single-family detached (SFD) homes without shared walls, these investors may also own single-family attached (SFA) homes that share one or more walls (e.g., townhouses, duplexes, rowhouses). Product typologies vary widely in BFR communities, with housing products ranging from single-family detached homes

on individually platted lots, various SFA typologies, or “horizontal multifamily” offerings. Horizontal multifamily is new jargon used in the industry to characterize a BFR community that offers unit sizes and bedroom counts comparable to multifamily properties but without stacked dwelling units. Horizontal multifamily properties typically consist of small SFD patio homes and SFA units (e.g., townhouses or duplexes) on land zoned for traditional multifamily development.

3. Build-for-Rent Concept and Community Profiles

This section outlines the key characteristics of each unique SFR subclassification. Project profiles are included with some of the subclassifications discussed to illustrate key characteristics of successful communities.

HORIZONTAL MULTIFAMILY

BFR horizontal multifamily communities deliver many similarities to multifamily properties, including unit sizes, location, zoning, bedroom types, and amenities, but lack stacked units and tend to offer more three-bedroom units than traditional multifamily communities. Composed of dense one-story SFD units, as well as townhouses and duplexes for the smallest units, horizontal multifamily communities can achieve densities of nine to 14 dwelling units per acre, depending on the unit mix and site layout. These communities generally offer between 100 and 150 units, though projects are becoming increasingly more extensive to boost operating efficiency as the product

has demonstrated market acceptance. Horizontal multifamily communities are typically developed on land zoned for commercial or multifamily uses, given the density and construction configuration of the product.

Amenities: Amenities at horizontal multifamily communities generally include private fenced patios or lawns, a resort-style pool, a small fitness center, a clubroom, and a business center. The private patios or lawns are often gravel or artificial turf to minimize maintenance needs. Units generally do not include attached garages, but ample street parking and rentable detached garages are available. In-unit washing machines and dryers typically come with each unit.

PROJECT PROFILES: SUCCESSFUL HORIZONTAL MULTIFAMILY COMMUNITIES

Avilla Eastlake
Thornton, Colorado

Product type: Horizontal multifamily
Developer: NexMetro
Year built: 2020
Units: 244
Status: Lease-up

Avilla Eastlake is a new horizontal multifamily community in Thornton, Colorado. Its suburban infill location provides residents with excellent accessibility around Denver and ample neighborhood retail. The primary target markets are maturing millennials and adult households that rent by choice.






			Amenities				
	Swimming pool			Dog run			
	Jacuzzi-spa			Playground			
	Sports court			BBQ-grilling area			
	Detached garages – \$150						

Type	Units	Mix	Unit size (sf)		Asking rent		
			Min – Max	Avg	Min – Max	Avg	Avg \$/sf
1 BR	78	32%	638 – 638	638	\$1,604 – \$1,694	\$1,642	\$2.57
2 BR	97	40%	981 – 981	981	\$2,083 – \$2,269	\$2,153	\$2.19
3 BR	69	28%	1,289 – 1,289	1,289	\$2,369 – \$2,460	\$2,426	\$1.88
Total/avg	244	100%	638 – 1,289	958	\$1,604 – \$2,460	\$2,067	\$2.16

Source: NexMetro Communities.

Christopher Todd Communities at Marley Park
 Surprise, Arizona

Product type: Horizontal multifamily
 Developer: Christopher Todd
 Year built: 2020
 Units: 175
 Status: Stabilized

Located within the Marley Park MPC, Christopher Todd Communities at Marley Park offers horizontal multifamily homes and a full amenities package. The location is vehicle oriented, but nearby parks provide a traditional suburban lifestyle that is attractive to young families and prefamily couples.



Amenities	
Swimming pool	Lounge-clubhouse
Jacuzzi-spa	Fitness center
Sports court	BBQ-grilling area
Detached garages – \$165	

Type	Units	Mix	Unit size (sf)		Asking rent		
			Min – Max	Avg	Min – Max	Avg	Avg \$/sf
1 BR	82	47%	668 – 668	668	\$1,315 – \$1,315	\$1,315	\$1.97
2 BR	93	53%	1,022 – 1,022	1,022	\$1,770 – \$1,800	\$1,785	\$1.75
Total/avg	175	100%	668 – 1,022	856	\$1,315 – \$1,800	\$1,565	\$1.83

Sources: Christopher Todd Communities; Axiometrics.

Market Audience: The most populous renter segment at most horizontal multifamily communities is older millennials transitioning into a new lifestyle or preparing to start a family. These individuals are accustomed to renting and may be saving for a downpayment, but they seek enhanced privacy or space for pets. Another segment consists of mature adults or families accustomed to living in single-family homes but that are moving to a new city and renting before buying or are recently divorced. Horizontal multifamily also attracts a small share of empty nesters who appreciate the convenience of renting but prefer a single-family home to living in a multifamily property.

Location/Setting: The horizontal multifamily product was initially pioneered in Arizona and expanded to Texas, Colorado, Florida, New Mexico, and North Carolina. Using previous research from RCLCO and ULI’s Terwilliger Center for Housing classifying suburban and urban neighborhoods, approximately 75 percent of horizontal multifamily communities are developed as infill projects in established suburban locations, with the balance primarily concentrated in rapidly growing greenfield

suburbs. Given the land use density and zoning, horizontal multifamily projects typically compete with garden-style apartments for developable land.⁵

Competition and Positioning: Horizontal multifamily fills a product gap between traditional single-family homes and garden-style multifamily apartments. It attracts households that prefer a single-family home’s privacy but do not need or cannot afford the large square footages of traditional single-family homes. The main competition to horizontal multifamily is garden-style apartments, with some competition from SFA and SFD homes on the shadow market. Because horizontal multifamily housing is generally preferred to the alternatives, it commands a substantial premium on a size-adjusted price per square foot basis relative to comparable garden-style multifamily and the local single-family shadow market. Despite premium positioning, smaller unit sizes at horizontal multifamily communities typically produce lower monthly rent payments than the monthly cost of ownership within the same submarket.

⁵ Urban Land Institute, *Housing in the Evolving American Suburb* (Washington, DC: Urban Land Institute, 2016); ULI Terwilliger Center for Housing and RCLCO, *The New Geography of Urban Neighborhoods* (Washington, DC: ULI and RCLCO, 2018).

BUILD-FOR-RENT SINGLE-FAMILY ATTACHED

BFR single-family attached housing encompasses a broad spectrum of community configurations, unit types, and sizes, though each unit shares at least one vertical wall, and units are not stacked on top of each other. Because SFA communities are located in urban and suburban settings, they have noticeable variations in project sizes, typically ranging between 70 and 200 units. Furthermore, BFR SFA communities achieve densities of eight to 16 dwelling units per acre, with communities offering three-story townhouses able to achieve relatively high densities. Units at SFA communities generally provide two or more bedrooms and are larger on average than multifamily unit sizes but smaller than traditional single-family homes.

Amenities: The amenity offerings at BFR townhouse and duplex communities also differ by setting. BFR SFA communities in urban settings offer few amenities, though most communities provide a private fenced patio and an attached garage. In suburban locations, clubhouses with fitness centers are occasionally included, while additional outdoor amenities like a pool, grilling area, playground,

or sports courts are more common in the newer communities to help with differentiation. Depending on the target audience and market, operators may choose to include washing machines and dryers or only provide hookups.

Market Audience: Like other aspects of the product category, the prominent market audience is determined by the community's setting. Suburban townhouses/duplexes often serve as transitional housing while renters are building or seeking to purchase a house nearby. Household types include families moving to a new area and prefamily millennial couples choosing to rent before buying to explore a neighborhood or construct a home. These types of households skew slightly older than the demographic makeup of renters at horizontal multifamily communities.

Recent divorcees are also common renters at single-family attached communities, given the need for larger homes with additional storage space. SFA communities in urban infill locations are attractive to young professional couples and roommates, particularly at transit-oriented sites. A smaller share of empty nesters rent at both suburban and urban SFA communities.



Location/Setting: BFR townhouse and duplex communities are located across the United States, usually in Sunbelt cities with lower living costs. While SFA rentals exist on the shadow market in high-cost cities, they are rarely purpose-built for rent and are typically owned by small-scale investors. BFR SFA communities are prevalent in the Mountain West, Midwest, Sunbelt, and Southern California. As previously discussed, BFR townhouse and duplex communities are situated in both urban and suburban locations. BFR SFA communities are slightly more prevalent in established suburban infill locations, though greenfield suburbs represent a sizable and increasing concentration. SFA communities are typically zoned for multifamily development, but sites may be individually platted in some circumstances.

Competition and Positioning: The primary competitive market for SFA communities is the shadow market, owned by small-scale investors or SFR aggregators. Additional competition in some markets may come from townhouse-style or three-bedroom units at multifamily communities. Given larger unit sizes and increased competition from the shadow market, BFR SFA communities are typically priced a slight size-adjusted premium over garden-style apartments, though premiums vary by quality and amenitization of the SFA community. Larger unit sizes and strong pricing typically yield monthly rent payments comparable to the monthly cost of ownership, assuming at least a 10 to 15 percent downpayment.

PROJECT PROFILE: SUCCESSFUL BUILD-FOR-RENT SFA COMMUNITY

BB Living at Val Vista
Gilbert, Arizona

Product type: BFR SFA
Developer: BB Living
Year built: 2021
Units: 217
Status: Lease-up

BB Living at Val Vista is a new townhouse community located in Gilbert, Arizona. The community is located on the suburban edge in a rapidly growing submarket of Phoenix. The local school district scores above the state average. The site is vehicle oriented but has excellent access to a nearby highway.



Amenities	
Swimming pool	Dog run
Fitness center	Playground
BBQ-grilling area	Attached garages included

Type	Units	Mix	Unit size (sf)		Asking rent		
			Min - Max	Avg	Min - Max	Avg	Avg \$/sf
3 BR	135	62%	1,604 - 1,679	1,650	\$2,254 - \$2,370	\$2,305	\$1.40
4 BR	82	38%	1,890 - 2,200	2,090	\$2,444 - \$2,634	\$2,563	\$1.23
Total/avg	217	100%	1,604 - 2,200	1,816	\$2,254 - \$2,634	\$2,402	\$1.32

Sources: Mark Taylor; Axiometrics.

BUILD-FOR-RENT SINGLE-FAMILY DETACHED

BFR SFD communities are the most similar to SFR units owned by institutional aggregators and small-scale investors but benefit from economies of scale with high concentrations of units in a single location and cohesive branding. Many of these communities are associated with or are sold from a larger master-planned community. BFR SFD communities typically contain between 85 and 175 homes, with an average density of three to seven dwelling units per acre. Given these lower densities, SFD communities are predominantly located in suburban locations and are typically platted as individual residential lots. Units at SFD communities generally provide three or more bedrooms and are significantly larger on average than multifamily unit sizes.

Amenities: In addition to larger unit sizes, another key feature of BFR SFD homes is the spacious backyards, with many communities offering large, fenced backyards. Furthermore, higher-end SFD communities typically include a community clubhouse with a fitness center, pool, business center, walking trails, dog park, and playground. When communities are located within a larger master-planned community, residents of the BFR community are often allowed access to the broader community amenity center. Most SFD homes in BFR communities come with attached two-car garages. All properties provide at least washing machine and dryer hookups, though some properties include in-unit appliances with base rent.

Market Audience: The primary audience for BFR SFD homes is family households, typically in a transitional period after moving to a new market or during home construction. Mature professionals and empty nesters represent secondary market audiences. They are attracted to the maintenance-free lifestyle while also enjoying the enhanced space, privacy, and conveniences of a single-family home.

Location/Setting: BFR SFD communities are most prevalent in low-cost Sunbelt markets, including Texas, Florida, Georgia, and Arizona. The majority of SFD communities are located in greenfield suburbs, though a sizable number are located on the edge of established suburban neighborhoods.

Increasingly, master-planned community developers and homebuilders leverage existing infrastructure in planned communities and sell sections of their landholdings to BFR SFD developers and operators.

Competition and Positioning: The primary competitive market for BFR SFD communities is inventory owned by institutional aggregators or small-scale investors. Given their larger unit sizes, higher absolute rents, and increased competition from the shadow market, BFR SFD communities are typically priced at a slight size-adjusted premium over garden-style apartments, but at healthy premiums over small-scale investor inventory, given the elevated level of execution, on-site property management, yard maintenance, and amenities provided by the BFR communities. Larger unit sizes and strong pricing typically yield monthly rental payments comparable to the monthly cost of ownership, assuming a downpayment ranging between 10 and 15 percent.

PROJECT PROFILES: SUCCESSFUL BUILD-FOR-RENT SFD COMMUNITIES

Pradera San Antonio, Texas

Product type: BFR SFD
Developer: AHV
Year built: 2019
Units: 250
Status: Stabilized

Pradera is a BFR SFD community in San Antonio. Its location within an established suburban area provides residents with strong accessibility and good schools. The primary target markets are maturing millennials and families seeking more space in an amenitized and well-executed setting.



Amenities

Amenity center	Resort-style pool
Lounge/café workspace	Dog park
Fitness center	Sports courts

Type	Units	Mix	Size (sf)		Asking rent		
			Min – Max	Avg	Min – Max	Avg	Avg \$/sf
3 BR 2 BA	89	35.6%	1,435 – 1,435	1,435	\$1,894 – \$1,894	\$1,894	\$1.32
3 BR 2.5 BA	138	55.2%	1,555 – 1,555	1,555	\$1,994 – \$1,994	\$1,994	\$1.28
4 BR 2.5 BA	23	9.2%	1,942 – 1,942	1,942	\$2,364 – \$2,364	\$2,364	\$1.22
Total/avg	250	100%	1,435 – 1,942	1,548	\$1,894 – \$2,364	\$1,992	\$1.29

Source: AHV Communities.

Palomino Ranch Houston, Texas

Product type: BFR SFD
Developer: Tricon
Year built: 2019
Units: 134
Occupancy: Stabilized

Palomino Ranch is a new phase within the LGI Homes Painted Meadows community in Houston. Palomino Ranch is an example of a purpose-built single-family rental community leveraging the amenity program of a larger builder subdivision. Community features include expansive walking trails, parks with picnic tables, and a children's playground.



Amenities

Smart thermostats	Marble countertops
Professionally maintained landscapes	Select homes feature swimming pools
Fenced-in lots	Concrete patios

Type	Units	Mix	Unit size (sf)		Asking rent		
			Min – Max	Avg	Min – Max	Avg	Avg \$/sf
3 BR 2 BA	72	53.7%	1,414 – 1,658	1,482	\$1,625 – \$1,699	\$1,646	\$1.11
4 BR 2 BA	62	46.3%	1,844 – 2,134	1,891	\$1,725 – \$1,975	\$1,765	\$0.93
Total/avg	134	100%	1,414 – 2,134	1,548	\$1,625 – \$1,975	\$1,701	\$1.10

Source: Tricon Residential.

INTRODUCTION TO AGGREGATED SINGLE-FAMILY RENTALS AND SMALL-SCALE INVESTORS

Until recent years, the industry was long dominated by small-scale investors and individual owners that still represent a significant majority of the market. Following the Great Financial Crisis, institutional investors entered the SFR market by forming large aggregation groups that built up portfolios of thousands of homes in diverse markets.

Housing availability within a target market often determines the size, bedroom count, number of stories, quality of finishes, and other rental home characteristics. Amenities are limited because homes are located in existing single-family residential suburban neighborhoods with few if any amenities. Markets are selected based on various criteria, including population growth, rental propensity, housing needs, and renter affluence, with target neighborhoods having a high proportion of middle- and high-income households.



CHRISTOPHER TODD COMMUNITIES

INSTITUTIONAL SFR AGGREGATORS/ SCATTERED SITE

In the wake of the Great Financial Crisis, investment groups purchased packages of thousands of homes throughout the United States to build massive investment portfolios to convert into rental inventory. These groups use a disciplined property acquisition process of sourcing properties through broker channels and bulk portfolio sales. The industry is no longer in the startup phase and has now matured.

The continued scaling upward of the business is becoming more challenging as existing home prices continue to rise. Increases in investor returns now are driven by generating efficiencies in operations through marketing, revenue management, and home maintenance. Although groups are still acquiring single-family homes through traditional methods, the industry has also seen a shift into the development of purpose-built SFR communities to scale up the portfolio size efficiently. A new focus of operators is the formation of land acquisition and development teams to continue expanding while maintaining a geographically diversified portfolio. The aggregators intend to maximize revenue and absorption, so a location in strong school districts with access to lifestyle amenities is prioritized.

Amenities: Since aggregators typically purchase individual or clusters of homes, these portfolios do not usually benefit from shared community amenities. However, as aggregators shift to bulk takedown structures, a growing number of homes in these portfolios may have access to basic amenities, such as parks, playgrounds, and walking trails.

Market Audience: With most aggregators focused on larger single-family homes in areas with strong schools, families represent the primary market audience, though the market audience varies by location and market.

Location/Setting: Most scattered-site aggregators operate primarily in the Sunbelt, given the higher concentration of attainably priced homes, though many of these groups also have operations in the Pacific Northwest, Midwest, and Mountain West. Within these regions, houses are typically located in suburban neighborhoods.

Competition and Positioning: The primary competitive market for institutional aggregators is the shadow market, owned by small-scale investors or other SFR aggregators. American Homes 4 Rent, one of the largest publicly traded institutional SFR portfolios, lists its investment criteria, which include homes built after the year 2000, containing three or more bedrooms, valued between \$200,000 and \$400,000, and having renovation costs under 25 percent of the purchase price. On a size-adjusted basis, homes in these portfolios tend to be priced below purpose-built rental communities, given the greater variation in quality and fewer on-site amenities.

SMALL-SCALE INVESTORS

Small-scale individual investors, often referred to as “Mom & Pop” owners, have long dominated the SFR business. Many investors got their start by renting out their residence when they moved on to a new home for either lifestyle or financial reasons. For some small-scale investors, the revenue generated can be considered either a source of supplemental or “passive” income or a full-time profession. More than 97 percent of existing SFR stock is owned within these small-scale portfolios, with nearly half of those proprietors owning just a single unit. Eighty-seven percent of the portfolios are 10 or fewer units. These homes essentially comprise the “shadow market,” the listings of individual rental homes on online marketplaces such as Zillow, and sometimes compete with the purpose-built SFD homes for a similar market audience.

The main difference between small-scale investment stock and aggregated portfolios is the diversity of inventory quality, because aggregators are much more stringent in their investment criteria. Small-scale investors also lack the economies of scale needed for professional operations and management, resulting in a diverse spectrum of maintenance support and renter experience.

Amenities: Homes owned by small-scale investors rarely benefit from community amenities unless located within a master-planned community or large-scale builder subdivision.

Market Audience and Location: Given the fragmentation of the small-scale investor market, target audiences vary significantly from urban to suburban neighborhoods by market and product type. Individual investors are widespread in every state.

Competition and Positioning: Small-scale investors face growing competition from institutional investors, including aggregators and BFR communities. On a size-adjusted basis, homes in the shadow market tend to be priced below both purpose-built rental communities and single-family aggregators, given the lack of amenities and often novice property management.



4. Operating Metrics and Financials

As outlined in the previous sections, property characteristics, target demographics, and locations vary across the SFR product classifications, resulting in differing project economics. Development patterns in recent years help illustrate the possible supportable land values, operating expenses, and investor appetite for the evolving land use.

Supportable Land Values: Density is often the most significant variable driving achievable land values. As such, horizontal multifamily communities, which typically garner the highest density and price per square foot ratios, often are the most competitive for sites in suburban infill locations and able to pay land values comparable to garden-style multifamily communities. Given the variation in density and price positioning of BFR townhouses, these communities can often support land values in urban and greenfield locations, depending on the positioning of the community. BFR SFD communities often compete directly for land in suburban greenfield or fringe locations with single-family for-sale developers.

Operating Expenses: Compared to traditional multifamily products, SFRs have historically enjoyed lower turnover because of “stickier” occupancy, lower overall maintenance costs due to limited common areas, and more upside in asset values. As a tradeoff, SFR investments require higher long-term capital expenditure requirements and upfront rehab costs (for existing homes).

SFR portfolios are also more challenging to scale as opposed to a traditional multifamily portfolio. The scalability issue highlights one reason that aggregators have been transitioning in recent years to developing communities. The SFR industry’s operating margins have become more efficient in recent years, from an average net operating income (NOI) margin around 50 percent in the mid-2000s to an estimated 65 to 70 percent presently. This is comparable to medical office, self-storage, and multifamily operation margins.

Capital requirements are higher for SFRs than traditional multifamily assets for both developers and operators. According to industry analysis, the estimated capital reserve requirements are 15 percent of NOI for SFRs compared with 10 percent for multifamily communities. The composition of expenses for a typical SFR investment is weighted more heavily toward property taxes, insurance, and homeowners association dues than traditional multifamily apartment communities.

Capitalization Rates and Transactions: The SFR space has seen an influx in investment and transaction activity over the past 18 months. Historically, SFRs have achieved cap rates 20 to 50 basis points higher than garden-style apartments, but competition from potential investors has driven yields downward in the past year, with single-family cap rates now in line with traditional garden-style multifamily communities. This trend suggests the continuing demand for the SFR product among institutional investors, which could drive cap rates below some garden-style apartments in the near term as more investors look to add SFR to their portfolios.

5. Implications and Conclusions

SFR housing has played an essential role throughout history in America, as large swaths of the U.S. population seek rental housing options other than high-density, multifamily properties. The trend toward purpose-built SFR housing has evolved over the past decade but has experienced exponential interest and growth over the past few years. As for many long-term trends, the outbreak of COVID-19 exacerbated and emphasized the need for a broader diversity of rental housing. Many of the key trends outlined in ULI's *Emerging Trends 2021* report, including the rise of working from home, a geographic shift to more affordable Sunbelt markets, growing demand in suburban neighborhoods, and the substantial and growing affordability crises, provide support for the investment thesis behind much of the growth in low-density rental housing.

The expansion and capitalization of low-density rental housing can deliver more housing at price points below the cost of purchasing homes within a respective neighborhood. However, there are some concerns that the institutionalization of the SFR housing market could contribute to adverse side effects if not appropriately mitigated by developers and local municipalities. Potential negative implications—and policy/development responses—follow.

Impact on Affordability: Many SFR communities are also denser than traditional SFD housing in the for-sale market, thus creating more housing options on less land. Although low-density rental housing can serve as an essential component in the broader spectrum of housing opportunities, a possibility exists that, in certain contexts, this model could exacerbate affordability concerns by competing for developable land with developers of garden-style apartments and entry-level housing by elevating land prices and, in turn, housing prices.

Potential policies and practices to mitigate this challenge follow:

- Some SFR developers are evaluating the opportunities to incorporate modular construction systems that could ultimately lower the cost of building low-density homes and providing more affordable housing options to households priced out of the for-sale housing market.
- Land use and zoning policies that increase the proportion of land area for which these residential typologies are politically and economically viable, thereby reducing some competitive pressure for sites.
- Facilitating the production of income-restricted units, the use of rental assistance (such as housing choice vouchers), or both, for a portion of units in a development to broaden the market of eligible tenants. This can be achieved from a regulatory perspective (inclusionary housing policies, anti-source of income discrimination laws) or proactive developer practices that reserve (or affirmatively market) units for rental assistance recipients.

Impact on Equity: Related to the affordability considerations, the higher price-point of some low-density rental communities could contribute to income segregation. Furthermore, in some markets, investor purchasers can create barriers to homeownership (with impacts on equity and economic mobility) if they can consistently outcompete individual first-time homebuyers for resale of existing homes.

Potential policies and practices to mitigate this challenge include

- Land use and zoning policies that allow housing typology diversity within a specific development/community, increasing the range of potential price-points and allowing for more mixed-income and/or mixed-tenure opportunities;
- Inclusionary/rental assistance recommendation outlined under the impact on affordability; and
- Creation of local “first look” programs that incentivize sellers who create a window of opportunity for first-time homebuyers to purchase existing homes.



Impact on Environmental and Infrastructure

Sustainability: With the competition for land within suburban locations, the expansion of low-density rental housing could push entry-level housing further from employment centers, with attendant impacts on the environment and infrastructure needs.

Potential policies and practices to mitigate this challenge include the following:

- Land use and zoning policies that allow housing supply growth and diversity in established communities could relieve pressure on greenfield development.
- Land use and zoning policies should prioritize development locations proximate to current commercial/office/residential nodes or other community facilities, thus allowing a horizontal mixing of uses and incrementally mitigating transportation demand.
- Mixed-use development that includes neighborhood-serving retail should be allowed by right.
- New transportation infrastructure could be encouraged to integrate into the surrounding road/transit infrastructure network (i.e., grid integration/completion, minimizing dead ends/culs-de-sac, etc.).

While it is unlikely that low-density rental housing will solve the country’s substantial affordability crises, providing more housing alternatives to meet the needs of a diverse array of American households is a positive step forward.



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RESIDENTIAL REAL ESTATE

AN ODD DECISION FOR A SUBDIVISION

Homebuilders are feverishly working on housing they won't sell

Rick Neff of Avanta Residential, part of Hunt Companies, surveys land set aside in The Colony master-planned community near Bastrop for single-family rental homes — they'll look like a traditional neighborhood but act more like a luxury apartment complex.

ARNOLD WELLS/ABJ

By Parimal M. Rohit and Mitchell Parton
Austin Business Journal

May 20, 2021

Updated May 20, 2021, 6:29pm CDT

Build it and they will come? More like they are coming, and it can't be built fast enough.

Homebuilders are hard-pressed to keep up with demand for new houses, resulting in skyrocketing prices across the state. The median home price in metro Austin, for example, hit \$425,000 in March, an all-time high, according to the Austin Board of Realtors. Inventory was a record low 0.4 months.

Rising prices, as well as changing sentiments about remote work and home life spurred by the Covid-19 pandemic, have brought extra attention to a trend that has been gaining steam for years: detached single-family residences built specifically for the rental market.

Although these properties are designed similarly to typical for-sale subdivisions, they often have the same types of features as a class A apartment complex – leasing staff, maintenance staff and amenities such as swimming pools, dog parks and fitness centers. Several such properties have already been built in the Austin area, and a few more are rising. Many are sure to follow.

The single-family rental product "serves a need for people who want to live in the suburbs and want some more space, but struggle to put a down payment together," said Vaike O'Grady, Austin regional director for Zonda, a housing market research company.

Not only has the build-to-rent concept attracted the attention of several major traditional builders in Texas, but companies dedicated almost exclusively to these developments are bullish on the Lone Star State. Lenders and investors are also more receptive to the product type after seeing headlines all over the U.S. spotlighting its newfound popularity.

The consumer demand and long-term investment potential have proven build-to-rent to be a viable alternative to luxury apartments for developers.

"It's really the biggest paradigm shift in real estate this generation has seen, and it's very complimentary to our business. Our early projects have been a home run," said Darin Rowe, president of the build-to-rent division of Arizona-based builder Taylor Morrison. "Consumers can't get enough and are welcoming the diversity in housing offerings that our concept brings, which is a blend of single-family homes in a multifamily setting with central amenities."

**CONSTRUCTION
AND DEMOLITION
RECYCLING
REQUIRED**

Learn more



While current market conditions are ripe for the proliferation of single-family rentals as an alternative to the for-sale market, the current wave got its start in the wake of the Great Recession.

What is driving the trend?

Phoenix-based NexMetro, founded in 2012, was one of the earliest players in the build-to-rent space. Coming out of the housing crash, the founders expected the offering to appeal to customers with bad credit and who would not be able to afford a home.

Instead, they found that many of their customers had excellent credit and the ability to afford a home, but they had various other reasons not to buy. During certain life transitions, such as after a divorce or when getting a new job, people may not want to make the large commitment of buying a home.

That reasoning remains true today, said Jacque Petroulakis, executive vice president of marketing and investor relations for NexMetro, which builds communities under the Avilla Homes name.

“They are renters by choice, meaning that these are consumers who want to live in a home, they love the detached nature of a home, they want to have the backyard, they don't want to walk down a shared hallway or get in an elevator,” Petroulakis said. “They love that community experience, but they want to rent.”

While build-to-rent developments definitely attract young people who are unable or unwilling to buy, the maintenance-free aspect of these communities is also a big plus for empty nesters and retirees who may have a fixed monthly budget.

Founded in 2013, AHV also found its roots in the “best of both worlds” idea during the product’s infancy.

“That thesis was always designed around the concept of giving the best of the apartment world and the best of the single-family rental world to an individual tenant,” said Mark Wolf, founder and CEO of AHV Communities, which moved its headquarters to San Antonio last year.



Mark Wolf is CEO of AHV Communities, developer of Pradera.

GABE HERNANDEZ | SABJ

While the momentum was there before 2020, build-to-rent developers have seen tremendous growth since the onset of the Covid-19 pandemic. With the growth of remote work, renters may also want more space, such as for home offices. Also, suburban markets – where single-family rental developments are most common due to land pricing and economics – have become more desirable as many remote workers find themselves driving to city centers less often.

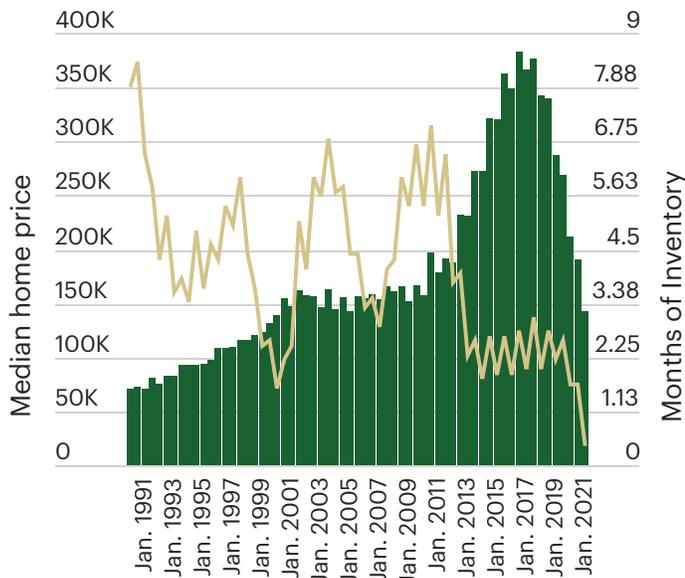
“People want more space. People don't want to be cooped up in apartments. They want to be able to work from home,” Wolf said. “All those different nuances really catapulted and accelerated the research out there and the interest in this kind of burgeoning space.”

In markets such as Austin, housing demand continues to far outpace supply. Single-family rentals have become more appealing for a large segment of the population for whom a down payment seems increasingly out of reach. Matthew Turnage with Realty Austin said someone seeking to buy a home in Austin typically needs at least \$40,000 to \$50,000 in the bank when an offer is made – and many still will have multiple offers turned down.

“There is an aspect of the demand that is being fueled by buyers unable to secure single-family homes to purchase,” said Matt Menard, a Realtor with Austin Real Estate Experts. “We have shrinking inventory [on sales and leasing]. We’re not going to close the gap anytime soon.”

INVERSE RELATIONSHIP

This graphic shows 30 years of Austin-area housing statistics, illustrating the correlation between inventory and prices.

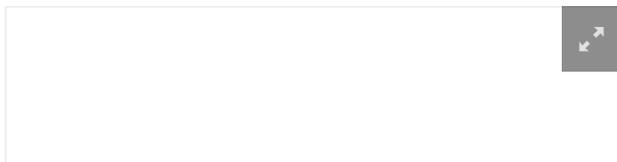


- Median home price
- Months of Inventory

SOURCE: Texas A&M Real Estate Center

Hunt Companies, a diversified real estate business based in El Paso, has been building detached rental homes for more than 30 years. It formed a new division dedicated solely to build-to-rent housing, Avanta Residential, in 2020 and picked the Austin area for its first project.

Avanta is building 216 rental homes near Sam Houston Drive and FM 969 outside Bastrop, within a wider Hunt master-planned community called The Colony. The rental community will have a variety of home sizes, from one-bedroom cottages to four-bedroom detached homes with garages. It will also have amenities such as a clubhouse, pool, walking trails with fitness stations, open play areas and playgrounds. Homes will be available for rent in 2022.





The Colony under construction near Sam Houston Drive and FM 969 outside Bastrop.

ARNOLD WELLS/ABJ

“This is just the next iteration of Hunt residential development,” Avanta President Jim Dobbie said.

Combining single-family rentals with traditional for-sale homes could become popular in the subdivisions popping up outside Austin. Zonda's O'Grady said the rental communities "actually could become a feeder for master planned communities down the line."

AHV in 2017 began constructing Legacy in Pflugerville and Rivers Edge in Georgetown.

Deals on the rise

That hunger for rentals has led to an unprecedented development boom across the Lone Star State.

Wolf said that when AHV was getting its start, the mood surrounding build-to-rent was vastly different. At that time, AHV was reaching out to major builders to construct its homes – as opposed to building them on its own as it does now – but with little success.

“Nobody wanted to build for us for a reasonable price,” Wolf said. “Everyone looked at us like we were crazy, and you know, maybe we were back then. But here we are now, eight years later, and this is the hottest sector in real estate today, bar none.”

Especially over the past year, national builders have taken notice of the rise in popularity of build-to-rent and realized how the segment could diversify their portfolios and provide a long-term investment opportunity. Several of Texas’ largest homebuilders are making big deals in the space, assisted by the larger awareness of the product in the financial community.

“Capital finally understands, and now capital’s rushing into the business,” Wolf said. “The money now understands it, the money is now accepting of it, and so, now everybody wants to be in it.”

Arlington's D.R. Horton Inc., the largest U.S. homebuilder by volume, has significantly expanded its single-family rental platform, from 13 communities at the end of 2020 to 27 communities as of March 31 representing \$182.6 million in assets, said Michael Murray, executive vice president and chief operating officer, in an April earnings call.

Near the end of last year, D.R. Horton (NYSE: DHI) completed its first sale of a single-family rental community – the 124-unit Amber Pines at Fosters Ridge in Conroe, north of Houston. The community was purchased for \$31.8 million in cash by Fundrise, an online investment platform based in Washington, D.C., which said it expects to hold on to the community over the next several years, possibly a decade. The property was 98% leased as of December.

“As with our other equity investments into stabilized properties, our goal is to earn consistent cash flow from rental income over the course of the investment, with the potential for long-term upside by selling the property for more than we invested into it,” according to a statement from Fundrise.

Wan Bridge, based in Houston, got its start buying existing homes, renovating them and renting them out. In 2015, the company began developing and managing its own communities, and it has now completed several in the Dallas-Fort Worth and Houston areas. It has some deals in the works in San Antonio and Austin, said CEO Ting Qiao.

ICB Construction LLC, a new subsidiary of Houston-based homebuilding giant David Weekley Homes, announced in January a partnership with Arlington-based ECM Development to develop and build such neighborhoods in Dallas-Fort Worth.

Dallas Tanner, CEO of Invitation Homes (NYSE: INVH), the country's largest single-family rental housing owner, told the Dallas Business Journal last fall that the company wanted to see its total footprint nearly double over the next three to five years.

And those are just a few examples. Not naming names, Wolf said not everyone in the space has the experience of AHV, which has already completed and stabilized half a dozen single-family rental properties.

“Our job, in some respects, is harder because we have more competition, but we have competition with people who don't understand the business. We have people who are just reading the headlines and wanting to participate in the story,” Wolf said. “Few people have actually built these communities from start to finish. We have stabilized and sold them.”

Getting the idea across

Developers must factor in zoning and planning into the development of single-family rental communities, which are typically zoned as multifamily – despite their appearance.

Taylor Morrison – which recently announced single-family rental communities in seven markets, including Austin – is doing its part to fill in any gaps and educate Austin city officials during the entitlement process.

“We can work with city staff to chart a course through either single-family or multifamily zoning with variances as needed or a more customized planned development route,” Rowe said. “Also, forward-thinking cities are creating new ordinances to specifically address this new segment of housing.”

Dobbie, Avanta Residential president, said city zoning codes often don’t account for build-to-rent projects

“We’re repeatedly being required to educate the municipalities as to what we’re trying to accomplish,” he said.



Rick Neff, left, and Joey Najera of Avanta Residential, the single-family rental division of Hunt Cos. launched in 2020.

ARNOLD WELLS/ABJ

Wolf said single-family rentals and apartments "complement each other." In concert, they could provide much-needed relief for housing supply.

But there is a natural question to ask: what is the endgame for developers of single-family rentals? In a market as hot as Austin, builders are struggling to produce even enough single-family residences for sale. Would a builder of a single-family rental community ever put those residences on the market for sale?

“We will cross that bridge when each asset is leased up,” Rowe said. “The market is very

strong currently for those who wish to sell these single-plat assets so that's great news, but there may also be a case for continuing to own these assets.”

D.R. Horton's Murray said the company is still learning the business and will evaluate ways to scale it out and capitalize on it.

“We think there is some portion of the population that will be a great customer for this product that desires a single-family lifestyle, but who may not for whatever reason be purchasing a home, and so, we want to build up to be in a position to help supply this,” he said.

T H E L I S T

The List: Austin-area custom homebuilders

Ranked by Dollar amount of custom homes closed in 2019

Rank	Company Name	Dollar Amount Of Custom Homes Closed In 2019
1	Giddens Homes	\$41.60 million
2	Grand Endeavor Homes	\$38.08 million
3	Heyl Homes Inc.	\$31.00 million

[View This List](#)

IN THIS ARTICLE

Commercial Real Estate
Industry

Housing Market
Topic

Homebuilders
Topic

RELATED CONTENT



**PROCLAMATION
OF THE CITY OF DRIPING SPRINGS
PROCLAIMING THE MONTH OF OCTOBER 11, 2021, AS
“INDIGENOUS PEOPLES’ DAY”**

- WHEREAS,** Archeological evidence of the first humans to explore and settle North America some 15,500 years ago has been found in present-day Salado, Texas; and
- WHEREAS,** Among the major tribes that existed in Texas at the time of the first European colonization campaigns were the Caddos, Karankawas, Coahuiltecs, the Lipan and Mescalero-Apache, the Comanche, and the Tonkawa, whose name means “they all live together”. The Tonkawa gathering place was later named Dripping Springs, and their support was critical for the survival of its first settlers; and
- WHEREAS,** Texas is home to the 4,000-year-old rock art mural that some Coahuiltecs believe is their creation story, which some archeologists suggest also includes elements of the Aztec and Huichol creation stories. Before colonization, our state flower was known as Buffalo Clover or Wolf Flower; and
- WHEREAS,** In 1838, President of the Republic of Texas Mirabeau B. Lamar declared an “exterminating war” aimed at obliterating Native Americans, which took place around the same time as the Trail of Tears and forced Indigenous people to hide under the identity of “Mexicans” in order to avoid massacre and remain in their homeland; and
- WHEREAS:** In 1956, Congress established the Indian Relocation Act, and as a result of ongoing systematic warfare by Texas and the United States against Indigenous populations, only three federally recognized tribes still have reservations in Texas: the Alabama-Coushatta, Tigua, and Kickapoo. The Tonkawas are now officially headquartered in Oklahoma; and
- WHEREAS:** Regardless of their tribal affiliations and despite the massacres, forced assimilation, and ongoing attempts at erasure, many Indigenous people have kept their ancestors’ memories, traditions, cultures, and languages alive; and,
- WHEREAS,** in 1977 the International Conference on the Discrimination Against Indigenous People in the Americas first proposed the idea of Indigenous Peoples’ Day, and on October 12, 1992, it was instituted in Berkley, California to coincide with the 500th anniversary of the arrival of Columbus in the Americas; and
- WHEREAS,** A growing number of communities celebrate the second Monday in October as Indigenous Peoples’ Day, which is a vital step towards acknowledging historic wrongs, creating visibility of Indigenous cultures, and recognizing the role of Indigenous peoples in our collective past, present, and future.

NOW THEREFORE, BE IT PROCLAIMED by the City Council of Dripping Springs, Texas:

1. Monday, October 11, 2021, shall be recognized as “Indigenous Peoples’ Day” in the City of Dripping Springs; and
2. The City Council invites our citizens to learn about our collective history and honor the truth-telling of Indigenous peoples, who have long advocated for us to embrace a fuller vision of our past, to live sustainably and harmoniously, and to preserve the ecosystem of this sacred earth.

Bill Foulds, Jr., Mayor



CITY COUNCIL SPECIAL MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Wednesday, September 15, 2021 at 5:30 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr., called the meeting to order at 5:30 p.m.

City Council Members present were:

Mayor Bill Foulds, Jr.
 Mayor Pro Tem Taline Manassian
 Council Member Place 2 Wade King
 Council Member Place 3 Geoffrey Tahuahua
 Council Member Place 4 April Harris Allison
 Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
 Deputy City Administrator Ginger Faught
 City Treasurer Shawn Cox
 Public Works Coordinator Aaron Reed
 Special Counsel David Tuckfield

PLEDGE OF ALLEGIANCE

Council Member Parks led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during the Presentation of Citizens.

BUSINESS AGENDA

1. Presentation and discussion regarding the Fiscal Year 2022 Municipal Budget.

Shawn Cox presented the item and reviewed the current proposed budget which is on file.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Items 2 and 3. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

2. **Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses.** *Deliberation of Real Property, 551.072*
3. **Consultation with City Attorney; Deliberation of Real Property; and Personnel Matters regarding issues related to Wastewater Operations, agreements related to Wastewater, the South Regional Water Reclamation Expansion Project Easement Acquisition, Wastewater Discharge Permit, and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs; employment and duties of the Public Works Coordinator as it relates to Wastewater and legal issues related to other wastewater positions.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072; Personnel Matters, 551.074.*

The City Council met in Executive Session from 6:10 p.m. – 7:54 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:54 p.m.

OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to pull Executive Session Agenda Items 2 and 3 for consideration. Council Member King seconded the motion which carried unanimously 5 to 0.

2. **Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses.**

A motion was made by Mayor Pro Tem Manassian to authorize Steve Matthews to make an offer on the property that is consistent with terms as discussed in Executive Session. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

3. **Consultation with City Attorney; Deliberation of Real Property; and Personnel Matters regarding issues related to Wastewater Operations, agreements related to Wastewater, the South Regional Water Reclamation Expansion Project Easement Acquisition, Wastewater Discharge Permit, and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs; employment and duties of the Public Works Coordinator as it relates to Wastewater and legal issues related to other wastewater positions.**

A motion was made by Mayor Pro Tem Manassian to approve the job description for Public Works Director, Utilities Superintendent and Utilities Operator I and II, and to authorize staff to hire for positions. Council Member King seconded the motion which carried unanimously 5 to 0.

ADJOURN

A motion was made by Council Member Harris-Allison to adjourn the meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

This special meeting adjourned at 7:56 p.m.

APPROVED ON: October 5, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, September 21, 2021 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:01 p.m.

City Council Members present were:

Mayor Bill Foulds, Jr.
 Mayor Pro Tem Taline Manassian
 Council Member Place 3 Geoffrey Tahuahua
 Council Member Place 4 April Harris Allison
 Council Member Place 5 Sherrie Parks

City Council member absent was:

Council Member Place 2 Wake King

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
 Deputy City Administrator Ginger Faught
 City Attorney Laura Mueller
 City Treasurer Shawn Cox
 City Secretary Andrea Cunningham
 Maintenance Director Craig Rice
 Planning Director Howard Koontz
 Public Works Coordinator Aaron Reed
 IT Coordinator Misty Dean
 Communications & Marketing Director Lisa Sullivan
 Senior Planner Tory Carpenter
 Utility Commission Chair Chuck Miller
 Transportation Consultant Leslie Pollack, HDR Engineering

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Manassian led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public

hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

Cathy Ramsey spoke regarding karst topography in the Dripping Springs area.

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

1. **Approval of the September 7, 2021, City Council Workshop & Regular Meeting Minutes.**
2. **Approval of the Appointment of Matthew Ordway to the Utility Commission for an At-Large seat with a term expiring June 30, 2023.**
3. **Approval of the August 2021 City Treasurer's Report.**
4. **Approval of an Ordinance updating the Dripping Springs Technical Criteria (DSTC).**

Filed as Ordinance No. 2021-35

5. **Approval of a Resolution of the City of Dipping Springs, Texas, approving and accepting a construction bond for Driftwood Creek Subdivision Phase 1 Section 3 water and wastewater.**

Filed as Resolution No. 2021-R28

6. **Approval of an Amendment to the Professional Services Agreement between the City of Dripping Springs and Keenan Smith (City Lights Design Alliance) for TIRZ Project Manager Services.**
7. **Approval of a parking lot use, liability, and maintenance agreement for both Christmas on Mercer 2021 and Founders Day Festival 2022 city-wide events. Sponsor: Mayor Pro Tem Manassian**
8. **Approval of a Facility Use Agreement between the City of Dripping Springs and Lions Club regarding Christmas on Mercer 2021. Sponsor: Mayor Por Tem Manassian**
9. **Approval of the 2022 City of Dripping Springs Holiday Calendar.**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 1 - 9, with corrected minutes as presented. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

BUDGET

10. Public hearing on the 2021 Ad Valorem Tax and Levy of 0.19 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits.

Mayor Foulds, Jr. opened the Public Hearing to which no one spoke.

11. Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas adopting the 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.

a. Staff Report – Shawn Cox presented the staff report which is on file. Staff recommends adoption of the budget.

b. Public Hearing – No one spoke during the Public Hearing.

c. Ordinance – A motion was made by Mayor Pro Tem Manassian to approve an ordinance of the City of Dripping Springs, Texas, setting and approving the municipal budget for fiscal year 2021-2022; funding municipal purposes; authorizing expenditures; providing for the following: findings of fact; enactment; filing of budget; repealer; severability; effective date; and proper notice and meeting to the City Council meeting on September 21, 2021. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0 via roll call vote:

Mayor Pro Tem Manassian	Aye
Council Member Tahuahua	Aye
Council Member Harris-Allison	Aye
Council Member Parks	Aye

Filed as Ordinance No. 2021-36

12. Discuss and consider approval of a Resolution ratifying the Municipal Budget for Fiscal Year 2021-2021; funding municipal purposes; authorizing expenditures; filing of budget; repealer; severability; effective date; and proper notice.

Mayor Foulds, Jr. noted a correction in the above caption, which should read, “Fiscal Year 2021-2022.”

A motion was made by Mayor Pro Tem Manassian to approve a resolution of the City of Dripping Springs, Texas, ratifying the municipal budget for fiscal year 2021-2022 reflecting this budget is based on raising more revenue from property taxes than in the previous year. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0 via roll call vote:

Mayor Pro Tem Manassian	Aye
Council Member Tahuahua	Aye

Council Member Harris-Allison	Aye
Council Member Parks	Aye

Filed as Resolution No. 2021-R29

- 13. Discuss and consideration of approval of an Ordinance approving the 2021 Ad Valorem Tax and Levy of 0.19 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.**

A motion was made by Mayor Pro Tem Manassian that the property tax rate be increased by the adoption of a maintenance and operations tax rate of .1900 per one hundred dollars of assessed valuation, which is effectively an 8.32 percent (8.32%) increase in the tax rate. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0 via roll call vote:

Mayor Pro Tem Manassian	Aye
Council Member Tahuahua	Aye
Council Member Harris-Allison	Aye
Council Member Parks	Nay

Filed as Ordinance No. 2021-37

BUSINESS AGENDA

- 14. Discuss and consider approval of a request to improve the landscaping Veterans Memorial Park adjacent to and surrounding the Welcome to Dripping Springs sign pursuant to partial lease of Veterans Memorial Park. Sponsor: Council Member King**

Craig Rice presented the staff report which is on file. Staff recommends approval of the request.

A motion was made by Council Member Tahuahua to approve a request to improve the landscaping Veterans Memorial Park adjacent to and surrounding the Welcome to Dripping Springs sign pursuant to partial lease of Veterans Memorial Park. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

- 15. Discuss and consider approval of a License Agreement between the City of Dripping Springs and Vicky Lewis for a Cluster Mail Box Unit at 511 Mercer Street (City Hall Parking Lot) for use by Mercer Street Businesses.**

Michelle Fischer presented the staff report which is on file. Staff recommends approval of the agreement.

Vicky Lewis spoke regarding issues with mail and packages for business owners in the Mercer Steet area.

A motion was made by Council Member Harris-Allison to approve a License Agreement between the City of Dripping Springs and Vicky Lewis for a Cluster Mailbox Unit at 511

Mercer Street (City Hall Parking Lot) for use by Mercer Street Businesses. Council Member Parks seconded the motion which carried unanimously 4 to 0.

16. Discuss and consider Appointments to the Founders Day Commission for the following seats and terms:

Andrea Cunningham presented the staff report which is on file. Staff recommends the appointment of members to the Founders Day Commission.

- a. (1) At-large for an unexpired term of June 30, 2022**
- b. (1) Lions Club Representative for term of June 30, 2023**
- c. (1) Cook-Off Club Representative for term of June 30, 2023**
- d. (1) St. Martin de Porres Church Representative for term of June 30, 2023**

A motion was made by Mayor Pro Tem to appoint the following individuals to the Founders Day Commission, Clinton Holtzendorf to the at-large seat for a term ending June 30, 2022, and Susan Warwick as the Lions Club representative, Danny Rowe as the Cook-Off Club representative and Darrell Debish as the St. Martin de Porres Church representative for terms ending June 30, 2023. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

17. Public hearing and consideration of approval of an Ordinance regarding DA2020-002: an application for an Amended and Restated Development Agreement for the Anarene/Double L tract as an update to the 2015 Amended and Restated Development Agreement on RR 12 north of 290 including an increase in density, roadways, parks improvements, and related changes. Applicant: Pablo Martinez, BGE, Inc.

- a. Presentation** – Seth Mearig with BGW, Inc. gave a presentation which is on file.
- b. Staff Report** – Laura Mueller presented the staff report with is on file. Staff recommends approval of the ordinance and agreement.
- c. Public Hearing** – The following individuals spoke in opposition to the ordinance and agreement citing issues with impervious cover, lot sizes and drainage abutting to existing developments, traffic and safety specifically Pecos River Crossing, buffer zones and maintenance of buffer zones, density and green spaces.

Wiley Frazee	Cathy Ramsey
Fran Nations	Farrah Trussoni
Angie Collins	Heather Daoust
Bill Seitz	Matt Dugan
Anthony Rodriguez	Irene Harrell

d. Amended and Restated Development Agreement – A motion was made by Council Member Tahuahua to approve an Ordinance regarding DA2020-002: an application for an Amended and Restated Development Agreement for the Anarene/Double L tract as an update to the 2015 Amended and Restated Development Agreement on RR 12 north of 290 including an increase in density, roadways, parks improvements, and related changes, and with direction to staff to work with Hays County on the protective

vegetative medians so as to eliminate the direct connection from Pecos River Crossing to Elizabeth Terrace in Founders Ridge and Legacy Trails. Council Member Parks seconded the motion which carried 4 to 1 via roll call vote:

Mayor Pro Tem Manassian	Aye
Council Member Tahuahua	Aye
Council Member Harris-Allison	Nay
Council Member Parks	Aye

Filed as Ordinance No. 2021-38

Via unanimous consent, the City Council considered Items 18 – 19 concurrently.

- 18. Discuss and consider approval of an Amendment to the Wastewater Utility Service and Fee Agreement between the City of Dripping Springs and Double L Corporation.** *Applicant: Pablo Martinez, BGE, Inc.*
- 19. Discuss and consider approval of an Amendment to the Wholesale and Retail Water Agreement between the City of Dripping Springs and Double L Corporation.** *Applicant: Pablo Martinez, BGE, Inc.*

Laura Muller’s staff report is on file. Staff recommends approval of the agreements.

A motion was made by Mayor Pro Tem Manassian to approve an Amendment to the Wastewater Utility Service and Fee Agreement between the City of Dripping Springs and Double L Corporation, and an Amendment to the Wholesale and Retail Water Agreement between the City of Dripping Springs and Double L Corporation. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

- 20. Mayoral appointment of Council Members to Areas of Oversight and City Committees.** *Sponsor: Mayor Foulds, Jr.*

Council Member Tahuahua was appointed to Transportation & Streets Oversight and the Transportation Committee at the September 7, 2021 regular meeting.

- a. Parks & Recreation** – Mayor Foulds, Jr. appointed Council Member King.
- b. Public Health & Safety** – Mayor Foulds, Jr. appointed Council Member Harris-Allison.
- c. Utilities** – Mayor Foulds, Jr. appointed himself.
- d. Finance** – Mayor Foulds, Jr. appointed Mayor Pro Tem Manassian.
- e. Transportation & Streets** – Mayor Foulds, Jr. appointed Council Member Tahuahua.
- f. Community Services** – Mayor Foulds, Jr. appointed Council Member Parks.
- g. Economic Development Committee** – Mayor Foulds Jr. appointed Mayor Pro Tem Manassian and Council Member Parks to the Committee.

h. Transportation Committee – Mayor Foulds Jr. appointed Council Member Tahuahua to the Committee.

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

Reports are on file and available for review upon request.

21. Maintenance Director's Monthly Report

Craig Rice, Maintenance Director

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Items 22 and 23. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

- 22. Deliberation of real property and consultation with city attorney related to a planning project with park and civic property near RR 12.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 23. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 24. Consultation with City Attorney and Deliberation of Real Property regarding the extension of Roger Hanks Parkway including related agreements.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 25. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Wastewater Operations, agreements related to Wastewater, the South Regional Water Reclamation Expansion Project Easement Acquisition, Wastewater Discharge Permit, and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*
- 26. Consultation with City Attorney regarding legal issues related to the provision of retail utility services.** *Consultation with City Attorney, 551.071*

- 27. Consultation with City Attorney regarding legal issues related to ongoing developments including Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD No. 11; and, legal issues related to Bunker Ranch annexation and zoning.**
Consultation with City Attorney, 551.071

The City Council met in Executive Session from 8:42 – 9:47 p.m.

No action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 9:47 p.m.

OPEN SESSION

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

October 5, 2021, at 6:00 p.m. (CC & BOA)

October 19, 2021, at 6:00 p.m. (CC)

November 2, 2021, at 6:00 p.m. (CC & BOA)

November 16, 2021, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

September 22, 2021, Economic Development Committee at 4:00 p.m.

September 27, 2021, Transportation Committee at 3:30 p.m.

September 28, 2021, Planning & Zoning Commission at 6:30 p.m.

October 4, 2021, Parks & Recreation Commission at 6:00 p.m.

October 6, 2021, DSRP Board at 12:00 p.m.

October 7, 2021, Historic Preservation Commission at 4:00 p.m.

ADJOURN

A motion was made by Council Member Tahuahua to adjourn the meeting. Council Member Parks seconded the motion which carried unanimously 4 to 0.

This regular meeting adjourned at 9:48 p.m.

APPROVED ON: October 5, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Shawn Cox, Finance Director/City Treasurer

Council Meeting Date: Tuesday, October 5, 2021

Agenda Item Wording: Approval of a Professional Services Agreement between the City of Dripping Springs and Donald L. Allman, CPA, P.C. for Audit Services.

Agenda Item Requestor: Shawn Cox, Finance Director/City Treasurer

Summary/Background:

The City is required to have an annual audit of its financial statements conducted annually. The audit services include a management discussion and analysis, comparison of the budget to actual revenues and expenses, and pension and other post-employment benefit reporting.

Donald L. Allman, CPA, P.C. has provided auditing services for the City of Dripping Springs, since 2009; most recently being reselected through a Request for Qualifications in 2019.

The audit shall commence on November 15th. The draft report is due January 15th, and the final report is due February 15th.

The cost of the services is \$28,000 and is included in the approved FY 2022 Budget.

**Commission
Recommendations:**

**Recommended
Council Actions:** The Finance Director/City Treasurer recommends approval of the Professional Services Agreement.

Attachments: 2021 -- Donald L. Allman CPA_PSA Auditing Services

Next Steps/Schedule: If approved, execute agreement; notify Donald Allman.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 5th day of October 2021, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and **Donald L. Allman, CPA, P.C.**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

- 1. Description of Services.** The City and Contractor agree to the following:
 - (a) Contractor shall deliver reports to City Hall via mail, in person, facsimile, or other electronic means as appropriate.
 - (b) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
 - (c) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - (d) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
 - (e) Performs other related duties as needed.
- 2. Scope of Work.** Contractor will audit the financial statements of the City and all work as described in the Audit Engagement Letter in Attachment "A". Additional Services may be agreed to in writing by both parties and billed at a negotiated rate.
- 3. Schedule.** Work shall commence on **November 15, 2021** or as soon as the information becomes available for commencement of the work. Draft report will be due to the City by **January 15, 2022**. Final report shall be due to the City by **February 15, 2022** in anticipation of the item being placed on the **March 1, 2022** City Council agenda. Any change to this schedule must be approved in writing by the City Administrator.
- 4. Payment for Services.** The City will compensate Contractor in accordance with the fee structure contained in the Audit Engagement Letter in Attachment "A". The cost including fees and expenses shall not exceed twenty-eight thousand dollars (\$28,000). Contractor shall invoice City accordingly. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.
- 5. Relationship of Parties.** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit,

for the benefit of **Contractor**. The City may contract with other individuals or firms for legal services.

6. **Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
7. **Termination.** Either party may terminate this Agreement at any time with written notice to the other party.
8. **Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Attachment "B".
9. **Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents.
10. **Assignment.** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City except as provided for, and with the protections, described in Attachment "A".
11. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:
 City of Dripping Springs
 Attn: City Administrator
 P.O. Box 384
 Dripping Springs, TX 78620
 (512) 858-4725

For the Contractor:
 Donald L. Allman, CPA, P.C.
 Attn: Donald L. Allman
 4749 Williams Drive, Suite 322
 Georgetown, TX 78633
 (512) 422-3700

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

12. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the **Conflict of Interest Questionnaire** form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also fill out **Form 1295**, as required by the Texas Ethics Commission, and submit a copy to the City. The form application may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/>

13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

15. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

THE CITY:
City of Dripping Springs

THE CONTRACTOR:
Donald L. Allman, CPA, P. C.

Michelle Fischer, City Administrator

Donald L. Allman, CPA, P.C.

Date

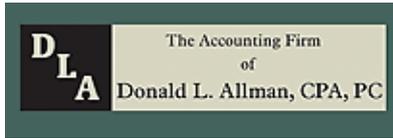
Date

ATTEST:

Andrea Cunningham, City Secretary

Attachment “A”

ALG-CL-1.3.1: Audit Engagement Letter—Yellow Book—Before Implementing SAS No. 134 and Related SASs



Donald L Allman, CPA, PC
4749 Williams Dr., Ste. 322
Georgetown, Texas 78633
Email: dallman@donallmancpa.com

CERTIFIED PUBLIC ACCOUNTANT

July 17, 2021

To the City Council and Michelle Fischer, City Administrator and Ginger Faught, Deputy City Administrator
City of Dripping Springs, 511 Mercer St. Dripping Springs TX 78620

We are pleased to confirm our understanding of the services we are to provide the City of Dripping Springs for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Dripping Springs as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City of Dripping Springs’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Dripping Springs’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis.
- 2) Budget to Actual
- 3) Pension Reporting information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Dripping Springs and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Dripping Springs’s financial statements. Our report will be

addressed to the Mayor and City Council of the City of Dripping Springs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Dripping Springs is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Dripping Springs's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Dripping Springs in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Mayor and City Council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Donald L. Allman CPA PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to [Name of Regulator] or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Donald L. Allman CPA PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the [Name of Regulator] . If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 15, 2021 and to issue our reports no later than February 15, 2022. Donald L. Allman is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$28,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.^{uu} The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Dripping Springs and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Donald L. Allman, CPA PC

RESPONSE:

This letter correctly sets forth the understanding of the City of Dripping Springs.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: Michelle Fischer, City Administrator

Date: _____

Attachment "B"

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- Name the City of Dripping Springs as additional named insured as to all applicable coverage.
 - Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
 - Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
 - Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
 - Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.
 - Type of Contract and Amount of Insurance:
 - Statutory Workers Compensation insurance as required by state law.
 - Commercial General Liability with minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
 - Professional Liability Insurance with a minimum of \$1 million dollars per occurrence and \$1 million dollars aggregate.
 - Automobile Liability with a minimum of \$500,000 Dollars combined single limit.
-



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: October 5, 2021

Agenda Item Wording: **Approval of the City Council and Board of Adjustment 2022 meeting calendar.**

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: The attached 2022 meeting calendar for the Parks & Recreation Commission was drafted using the approved 2022 CODS Holiday Calendar. No meetings required rescheduling due to holidays.

Recommended Council Actions: Staff recommends approval of the meeting calendar.

Attachments:

- Draft 2022 CC & BOA Meeting Calendar

Next Steps/Schedule: Update meeting calendar with approved meeting dates – website and meeting invite.

2022 City Council & BOA Meetings

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

City Hall Closures

January
 4 - City Council & Board of Adjustment
 18 - City Council

February
 1 - City Council & Board of Adjustment
 15 - City Council

March
 1 - City Council & Board of Adjustment
 15 - City Council

April
 5 - City Council & Board of Adjustment
 19 - City Council

May
 3 - City Council & Board of Adjustment
 17 - City Council

June
 7 - City Council & Board of Adjustment
 21 - City Council

July
 5 - City Council & Board of Adjustment
 19 - City Council

August
 2 - City Council & Board of Adjustment
 16 - City Council

September
 6 - City Council & Board of Adjustment
 20 - City Council

October
 4 - City Council & Board of Adjustment
 18 - City Council

November
 1 - City Council & Board of Adjustment
 15 - City Council

December
 6 - City Council & Board of Adjustment
 20 - City Council



MAINTENANCE BOND

BOND NO. 800103526

KNOW ALL MEN BY THESE PRESENTS:

That we CC Carlton Industries, Ltd. as Principal, and Atlantic Specialty Insurance Company as Surety, are held and firmly bound unto

City of Dripping Springs

as Obligee in the sum of Four Hundred Forty-nine Thousand One Hundred Sixteen And 50/100

Dollars (\$ 449,116.50) for which sum,

we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the day of , Principal entered into a contract with the Obligee for:

Big Sky Phase 2 Grading, Street, Storm Sewer and Wastewater Improvements

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material or construction that shall appear within Two (2) year(s) from the date of the substantial completion, (9/21/2023) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 21st day of September, 2021.

CC Carlton Industries, Ltd.

Witness

BY: Principal

ITS:

Atlantic Specialty Insurance Company

Witness

BY: Attorney-In-Fact John W. Schuler

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Walter E. Benson Jr, Steve Dobson, John W. Schuler**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

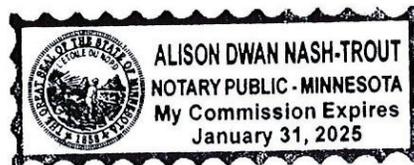
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 21st day of September, 2021.



This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

[E-mail: ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007

Web: www.tdi.texas.gov

[E-mail: ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

DISPUTAS SOBRE PRIMAS □ **RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

September 2, 2021

Aaron Reed, Public Works Coordinator
City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

**Re: Engineer's Letter of Concurrence
Big Sky Ranch Subdivision – Phase 2
SD2019-0062**

Aaron:

On this day, I, the undersigned professional engineer of record, made a final visual observation of the above referenced project. I have also visited the site during construction, and observed that the grading, street, water, wastewater, and drainage improvements were constructed in general conformance with the City-approved plans, and documented field modifications, with insignificant deviation.

We trust that you will find this information helpful when considering final approvals for this project. If you should have any questions, or need additional information regarding Big Sky Ranch, please let us know.

Sincerely,

DOUCET & ASSOCIATES, INC.


Keith Young, PE
Director of Engineering Services



CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2021-

**ACCEPTING IMPROVEMENTS AND APPROVING MAINTENANCE
BOND FOR BIG SKY SUBDIVISION PHASE 2 GRADING, STREET,
STORM SEWER, AND WASTEWATER IMPROVEMENTS AND
RELEASING CONSTRUCTION BOND**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR BIG SKY SUBDIVISION PHASE 2 GRADING, STREET, STORM SEWER, AND WASTEWATER IMPROVEMENTS AND RELEASING A CONSTRUCTION BOND, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

- WHEREAS**, CC Carlton Industries, Ltd. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Big Sky Subdivision Phase 2 Streets, Drainage, and Wastewater improvements (“Improvements”) for the City of Drippings Springs; and
- WHEREAS**, the City desires to accept as being complete in accordance with applicable development the Improvements in Big Sky Subdivision Phase 2; and
- WHEREAS**, the City of Dripping Springs City Council (“City Council”) seeks the Contractor to provide a Maintenance Bond (Attachment “A”) conditioned to guarantee for the period of Two (2) Years from and after the date of substantial completion of the Improvements, guaranteeing the materials and workmanship related to Contractor’s Improvements; and
- WHEREAS**, this Resolution conforms with the Maintenance and Guarantee regulation of the City’s Code requiring all public improvements be free from defects for a period of two (2) years; and
- WHEREAS**, substantial completion of the Work was verified by engineer letter (Attachment “B”) as of September 2, 2021 and the maintenance bond period of Two (2) Years begins on that date; and
- WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and
- WHEREAS**, the City Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dripping Springs City, Texas, that:

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby accepts the Streets, Storm Sewer, and Wastewater Improvements at the Big Sky Subdivision Phase 2.
3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bond No. 800103526, from Atlantic Specialty Insurance Company ("Insurer"), included and attached herein (Attachment "A").
4. The City Council hereby releases the Contractor's Construction Bond No. SU1171913.
5. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.
6. The City Council hereby authorizes the Mayor or the Mayor's designee to execute any documentation on the City's behalf necessary to effectuate the intent and purpose of this Resolution.
7. This Resolution shall take effect immediately upon passage.
8. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the [REDACTED] day of [REDACTED], 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

(Insert Maintenance Bond No. 800103526: CC Carlton Industries, Ltd., and Atlantic Specialty Insurance Company)

Big Sky Phase 2
Maintenance Bond



**CITY OF DRIPPING SPRINGS, TEXAS
 MAINTENANCE BONDS CHECKLIST
 FOR APPROVAL OF BONDS BY STAFF**

NAIC # 27154	City Staff	City Atty
1. Check to be sure the bonding company is qualified to do business in Texas and is listed on the U.S. Department of the Treasury list of approved sureties. (check rating) –Bond needs to list NAIC number of company https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm	X	
2. The name of the contractor (the Principal) must be stated as it was in the contract, or if a subdivision, be the developer of the contractor.	X	
3. The name of the surety on the bond (the bonding company) must be the same on the bonds and on the power of attorney.	X	
4. The amount of the bond must be the same amount stated as the full price of the contract or amount approved by the city engineer (i.e. engineer's opinion of probable cost).	X	
5. The date the bond is signed cannot be prior to the date of the contract, i.e. the date the bond is signed must be the same or a later date.	X	
6. The items stated in the bond as the work to be done must exactly match the description of the work to be done stated in the construction contract. In most contracts there is a blank for a brief description of the work such as "improvements to Walnut Street, City of Dripping Springs." This frequently is on the cover of the contract documents. The same description should appear on the bond. Or, if for a subdivision, should list the subdivision's name.	X	
7. On the bond: (a) The date that the Principal(s) and surety(s) sign cannot precede the date the contract was "made and entered into" or the date approved by the engineer. (b) The person who is authorized to sign the contract, and did sign the contract, should sign the bond as principal. (c) Type the name of the officer signing.	X	

	City Staff	City Atty
(d) The Agent for Service should be located in the State of Texas. The agent may be either a person or business.		
(e) Surety's seal (which is the seal of the bond company) must appear under the surety's signature. All corporate sureties have seals.		
(f) Make sure the seal is the bond company's seal, not a notary's seal. The seal may be a facsimile seal, unless the instrument states otherwise.		
(g) The writing on the surety's seal must be legible.		
8. All maintenance bonds must be in the forms acceptable to the City Administrator and the City Secretary.	X	
9. All maintenance bonds must be signed by an agent, and must be accompanied by a certified copy of the authority for him or her to act.	X	
10. Approval of bonding company based on the company's financial ratings.	X	
11. Inspector has confirmed that improvements are complete and acceptable.	X	
12. Term of two years as required by ordinance.	X	
13. Create resolution approving bond and accepting improvements.	X	
14. Attach the resolution accepting the bond.	X	
15. The attached resolution:		
(a) Accepts the maintenance bond.	X	
(b) Accepts the improvements listed in the bond.	X	
(c) Releases the construction board.	X +	+



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: October 5, 2021

Agenda Item Wording: Approval of the Job Description for Volunteer Wildlife Manager

Agenda Item Requestor: Kelly Schmidt, Parks & Community Services Director

Summary/Background: The Donation Deed for Rathgeber Natural Resources Park required that the city contract with the grantee to provide a wildlife management plan and services on the property. The grantee, Dick Rathgeber, has asked that the city designate Robert Ellis as the Wildlife Manager. Robert has been the property's Wildlife Manger for several years. He has been a guide for many tours of the property by city and county officials in the past year.

The Volunteer Wildlife Manger will be under the general supervision of the Parks and Community Services Director and will be responsible for overseeing the wildlife management plan in the Rathgeber Natural Resource Park including managing wildlife and its impacts on the park, as well as recording information related to the wildlife management plan. The Volunteer Wildlife Manager will also assist in prohibiting and documenting any unauthorized access to the Rathgeber Natural Resource Park.

Commission Recommendations: N/A

Recommended Council Actions: Approve the job description and designate Robert Ellis as the Wildlife Manager.

Attachments: Draft job description and Donation Deed for Rathgeber Natural Resources Park.

Next steps/Schedule: Notify Robert Ellis and Dick Rathgeber of the City Council's decision.



Wildlife Manager VOLUNTEER

A. GENERAL PURPOSE

Under the general supervision of the Parks and Community Services Director, the Volunteer Wildlife Manager will be responsible for overseeing the wildlife management plan in the Rathgeber Natural Resource Park including managing wildlife and its impacts on the park, as well as recording information related to the wildlife management plan. The Volunteer Wildlife Manager will also assist in prohibiting and documenting any unauthorized access to the Rathgeber Natural Resource Park.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Provide wildlife management services including predator control and invasive species mitigation and creating and documenting existing site wildlife and mitigation counts tracking seasonal trends and verified negative impacts.
2. Coordinate when management practices should be facilitated, assisting Parks and Community Services Director with the creation of mitigation timeframe and public communications efforts.
3. Provide recommendations related to wildlife management to the Parks and Community Services Director.
4. Facilitate guided site visits upon requests and as availability permits.
5. Maintain records for central wildlife management activities, including documentation activity spreadsheet and provide quarterly reports to the Parks and Community Services Director.
6. Assist Parks and Community Service Director with the development of a City of Dripping Springs Wildlife Management Plan for the Rathgeber Natural Resource Park.
7. Supervise, administer, implement, and evaluate the Wildlife Management Plan once instituted.
8. Prohibit and document unauthorized access to the Rathgeber Natural Resource Park.

Courteously educate violators/trespassers of park status upon encountering them at the Park. Item # 9.

9. Assist in placing and maintaining park signage.
10. Performs all other duties as assigned.

C. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Experience in wildlife biology, wildlife management, natural resources management, or closely related field.
2. Ability to establish and maintain effective working relationships with city employees, City officials, media, and general public.
3. Ability to communicate effectively orally and in writing.
4. Ability to handle confidential and sensitive information while maintaining confidentiality.
5. Valid Texas Driver's License and good driving record (required).

D. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by the volunteer to successfully perform the essential functions of this position. Reasonable accommodations may be made to perform the essential functions if needed.

1. Work is performed mostly in field settings. Considerable outdoor work is required in the wildlife management in the Rathgeber Natural Resources Park. Must be able to work outside in all weather conditions and be able to lift a minimum of 50 pounds.
2. Must be skilled in compound bow hunting.
3. Experienced outdoorsman skill a must. Exposure and expertise in invasive wildlife trapping and relocation (i.e., Wild Hogs).
4. While performing the duties of this job, the volunteer is regularly required to stand; sit; walk; talk or hear; handle, feel or operate objects, tools, or controls; and reach with hands and arms. The volunteer is often required to climb or balance; stoop, kneel, crouch, or crawl.

E. VOLUNTEER HOURS

Volunteer hours will be set in coordination with the Parks and Community Services Director sufficient to perform the functions of this position. This is a volunteer position that is directly supervised by the Parks and Community Services Director.

A. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact the City Administrator at (512) 858-4725.

***Please note:** This Volunteer Description is not a contract and shall not be construed to alter a volunteer's at-will relationship. The terms and conditions of any volunteer's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Volunteer Description, and the Park Rules shall be read together in harmony. If there are conflicts between this Volunteer Description and the Park Rules, the most specific term or condition of employment shall govern.*

DONATION DEED

STATE OF TEXAS §
 §
COUNTY OF HAYS §

RATHGEBER INVESTMENT COMPANY LTD, donates, grants and conveys to the City of Dripping Springs, Texas, the following described real property in Hays County, Texas, together with all improvements located thereon (herein the "Property"), to wit:

300 acres, more or less, in Hays County, Texas, described on Exhibit A attached hereto and incorporated herein.

This donation and conveyance is expressly made and accepted subject to all valid and existing easements, restrictions, reservations, covenants and conditions relating to the Property to the extent that same are valid and enforceable against the Property, as may be shown by instruments filed for record in the office of the county clerk of Hays County, Texas.

TO HAVE AND TO HOLD said Property together with all and singular the rights and appurtenances thereto and anywise belonging, subject to the terms, conditions and restrictions set out herein, unto grantee and its successors and assigns forever; and grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular title to the Property unto said grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under grantor.

Grantor conveys the Property to grantee for the following purposes and subject to the conditions and restrictions set out herein.

1. The Property shall be used for park and open space purposes.
2. Walking trails with appropriate trailheads and signage may be constructed on the Property.
3. The Property may be used for naturalist led walks and talks, stargazing programs, mountain biking, hiking, birdwatching and kayaking.
4. The Property may be used to construct primitive and group campgrounds with overnight camping limited.
5. A parking lot and a nature interpretive center may be constructed on the Property in the area generally located on the side of the Property next to the public school.
6. Access shall be provided through adjoining public streets. No roads shall be constructed on the Property except those necessary to allow access by authorized vehicles for emergency access, maintenance purposes, and temporary loading and unloading of supplies and equipment.

- 7. Grantor shall contract with grantee to provide a wildlife management plan and services on the Property for a period of 20 years from the date of this conveyance.
- 8. The property shall be named Rathgeber Natural Resource Park.

Real property taxes having been prorated to the date of this Deed, the payment of real property taxes, including any rollback taxes, as assumed by granting.

Executed the 9th day of December, 2020.

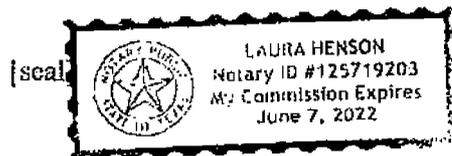
Rathgeber Investment Company Limited

A Texas Limited Partnership by:
Rathgeber Investment G.P., Inc.,
A Texas Corporation, its General Partner

Edward R. Rathgeber
By: Edward R. Rathgeber

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on December 9th, 2020 by Edward R. Rathgeber, President of Rathgeber Investment G.P., Inc.



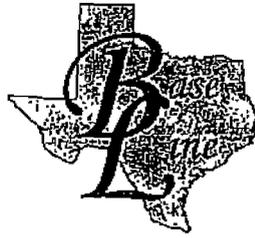
Laura Henson
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Laura Mueller, City Attorney
City of Dripping Springs
511 Mercer St., P.O. Box 384
Dripping Springs, TX 78620

Donation Deed
City of Dripping Springs

Page 2 of 7
Rathgeber

EXHIBIT "A"

Land Surveyors, Inc.

8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873.9743

METES AND BOUNDS DESCRIPTION

BEING 300.00 ACRES OF LAND OUT OF THE FOLLOWING FOUR SURVEYS: THE EDWARD BROWN SURVEY NO. 136, ABSTRACT NO. 44, THE MARCUS RAPER SURVEY NO. 37, ABSTRACT NO. 394, THE MARCUS RAPER SURVEY NO. 60, ABSTRACT NO. 383, AND THE W.R. WOOD SURVEY, ABSTRACT NO. 567, ALL IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A 1326.17 ACRE REMAINDER OF A 1364.31 ACRE TRACT OF LAND CONVEYED TO RATHGEBER INVESTMENT COMPANY, LTD, BY INSTRUMENT OF RECORD IN DOCUMENT NO. 04015659 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rebar found in a rock mound for an angle point in the westerly line of said 1326.17 acre remainder of a 1364.31 acre tract, the northeast corner of a 29.78 acre tract of land conveyed to John L. Hill, Jr. by instrument of record in Document No. 04017397 of the Official Public Records of Hays County, Texas, and being in the east line of a 1051.23 acre tract of land conveyed to Melinda Hill Perrin, et. al, by deed of record in Volume 1619, Page 471 of the Official Public Records of Hays County, Texas;

THENCE North 28°53'35" East (record - North 29°21'37" East), along the westerly line of the 1326.17 acre remainder of a 1364.31 acre tract and the east line of said 1051.23 acre tract, a distance of 4426.12 feet (record - 4426.39 feet) to a 1/2" iron rebar found for the northeast corner of the 1051.23 acre tract, the western terminus of a Boundary Line Agreement between E.E. Townes Trust No. 2 and Vincent Taylor, et. ux, of record in Volume 485, Page 183 of the Real Property Records of Hays County, Texas, and being an angle point in the southerly line of a 40.19 acre tract of land conveyed to Virginia Taylor Buckley by instrument of record in Document No. 9921334 of the Official Public Records of Hays County, Texas;

THENCE North 28°46'13" East (record - North 29°14'52" East), along the westerly line of the 1326.17 acre remainder of a 1364.31 acre tract, the southerly line of said 40.19 acre tract, and with the line of said Boundary Line Agreement, a distance of 397.73 feet (record - 397.82 feet) to a 1/2" iron rebar found for the northwest corner of the 1326.17 acre remainder of a 1364.31 acre tract;

THENCE along the north line of the 1326.17 acre remainder of a 1364.31 acre tract, the southerly line of the 40.19 acre tract, and with the line of the Boundary Line Agreement the following two (2) courses:

1. South 78°48'02" East a distance of 520.05 feet (record - South 78°20'35" East a distance of 519.97 feet) to a 1/2" iron rebar found;
2. North 85°12'10" East a distance of 688.50 feet (record - North 85°40'23" East a distance of 688.69 feet) to a 1/2" iron rebar found for the southeast corner of the 40.19 acre tract and the

southwest corner of a 26.09 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 5-A";

THENCE along the north line of the 1326.17 acre remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-A", and with the line of the Boundary Line Agreement the following eight (8) courses:

1. North 49°37'48" East a distance of 76.94 feet (record - North 50°04'03" East a distance of 76.94 feet) to a calculated point;
2. North 78°16'50" East a distance of 65.19 feet (record - North 78°43'49" East a distance of 65.26 feet) to a calculated point;
3. North 69°27'49" East a distance of 68.59 feet (record - North 69°57'08" East a distance of 68.57 feet) to a 5/8" iron rebar found;
4. South 69°09'54" East a distance of 107.08 feet (record - South 68°39'38" East a distance of 106.96 feet) to a 1/2" iron rebar found;
5. North 82°00'08" East a distance of 22.08 feet (record - North 82°30'24" East a distance of 22.08 feet) to a calculated point;
6. North 88°08'24" East a distance of 38.20 feet (record - North 89°21'51" East a distance of 37.80 feet) to a fence post found for corner;
7. South 84°59'10" East a distance of 41.12 feet (record - South 85°16'32" East a distance of 41.46 feet) to a calculated point;
8. South 77°07'43" East a distance of 186.40 feet (record - South 76°37'27" East a distance of 186.40 feet) to a calculated point;

THENCE South 71°53'47" East (record - South 71°26'15" East), along the north line of the 1326.17 acre remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-A", the south line of a 26.09 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 5-B"; and with the line of the Boundary Line Agreement, a distance of 247.82 feet (record - 248.11 feet) to a 13 inch Live Oak tree at a fence post for an angle point in the north line of the remainder of a 1364.31 acre tract and the south line of said 26.09 acre "Tract 5-B";

THENCE along the north line of the 1326.17 acre remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-B", and with the line of the Boundary Line Agreement the following six (6) courses:

1. South 64°20'24" East a distance of 73.25 feet (record - South 64°07'22" East a distance of 72.96 feet) to a fence post found for corner;
2. South 59°42'02" East a distance of 101.24 feet (record - South 59°14'45" East a distance of 102.03 feet) to a 13 inch Live Oak tree at a fence post;

3. South 54°29'00" East a distance of 156.96 feet (record - South 53°42'02" East a distance of 156.98 feet) to a fence post found for corner;
4. South 50°38'28" East a distance of 110.55 feet (record - South 50°25'14" East a distance of 110.56 feet) to a 23 inch Live Oak tree at a fence post;
5. South 77°38'44" East a distance of 134.79 feet (record - South 77°15'16" East a distance of 133.89 feet) to a fence post found for corner;
6. South 31°50'06" East a distance of 42.15 feet (record - South 32°00'36" East a distance of 41.96 feet) to a 1/2" iron rebar found for the southeast corner of the 26.09 acre "Tract 5-B" and the southwest corner of a 24.743 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 6-A";

THENCE along the north line of the 1326.17 acre remainder of a 1364.31 acre tract, the south line of said 24.743 acre "Tract 6-A", and with the line of the Boundary Line Agreement the following four (4) courses:

1. South 25°02'53" East a distance of 45.82 feet (record - South 23°52'10" East a distance of 46.47 feet) to a fence post found for corner;
2. South 44°37'25" East a distance of 275.09 feet (record - South 44°24'33" East a distance of 274.22 feet) to a 12 inch Live Oak tree at a fence post;
3. South 47°59'02" East a distance of 128.82 feet (record - South 47°10'37" East a distance of 129.23 feet) to a fence post found for corner;
4. South 63°18'11" East a distance of 142.27 feet (record - South 63°03'46" East a distance of 142.40 feet) to a fence post found for corner;

THENCE South 67°03'37" East (record - South 66°33'39" East), along the north line of the 1326.17 acre remainder of a 1364.31 acre tract, the south line of said 24.743 acre "Tract 6-A", the south line of a 24.743 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 6-B"; and with the line of the Boundary Line Agreement, a distance of 707.15 feet (record - 707.42 feet) to a 60d nail found in a fence post for the northeast corner of the remainder of a 1364.31 acre tract, the southeast corner of the 24.743 acre "Tract 6-B", and being in the west line of a 323.554 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1514, Page 326 of the Official Public Records of Hays County, Texas,

THENCE South 30°09'38" West (record - South 30°37'25" West), along the easterly line of the 1326.17 acre remainder of a 1364.31 acre tract, the west line of said 323.544 acre tract, and with the line of the Boundary Line Agreement, a distance of 446.82 feet (record - 446.87 feet) to a 1/2" iron rebar found with plastic cap for the eastern terminus of the Boundary Line Agreement;

THENCE South 29°26'30" West (record - South 29°55'29" West) along the easterly line of the 1326.17 acre remainder of a 1364.31 acre tract and the west line of the 323.544 acre tract a distance of 376.65 feet to a calculated point from which a cotton spindle found for an angle point in the

easterly line of the 1326.17 acre remainder of a 1364.31 acre tract, and the west line of the 323.544 acre tract bears South 29°26'30" West (record - South 29°55'29" West) a distance of 214.87 feet;

THENCE crossing through the 1326.17 acre remainder of a 1364.31 acre tract, the following twenty (20) courses:

1. North 60°12'00" West a distance of 285.00 feet to a calculated point;
2. North 76°10'25" West a distance of 433.91 feet to a calculated point;
3. North 78°33'39" West a distance of 386.79 feet to a calculated point;
4. South 70°28'22" West a distance of 176.92 feet to a calculated point;
5. South 68°53'59" West a distance of 557.32 feet to a calculated point;
6. South 61°42'57" West a distance of 426.91 feet to a calculated point;
7. South 76°14'43" West a distance of 211.04 feet to a calculated point;
8. South 71°31'27" West a distance of 121.87 feet to a calculated point;
9. South 66°43'14" West a distance of 178.67 feet to a calculated point;
10. South 64°56'19" West a distance of 118.77 feet to a calculated point;
11. South 13°49'53" West a distance of 717.14 feet to a calculated point;
12. South 58°50'23" West a distance of 696.30 feet to a calculated point;
13. South 48°58'49" West a distance of 186.19 feet to a calculated point;
14. South 40°18'36" West a distance of 73.06 feet to a calculated point;
15. South 32°20'36" West a distance of 766.59 feet to a calculated point;
16. South 23°43'54" East a distance of 472.51 feet to a calculated point;
17. South 37°03'55" East a distance of 409.06 feet to a calculated point;
18. South 60°52'22" East a distance of 562.42 feet to a calculated point;
19. South 15°43'57" East a distance of 787.28 feet to a calculated point;
20. South 59°51'43" West a distance of 1450.22 feet to a calculated point in the westerly line of the 1326.17 acre remainder of a 1364.31 acre tract, and being in the easterly line of a 291 & 1/3 acre tract of land conveyed to Cynosure Corporation by deed of record in Volume 258, Page 123 of the Official Public Records of Hays County, Texas, from which a 60d nail found in a rock mound for an angle point in the westerly line of the 1326.17 acre remainder

of a 1364.31 acre tract, and the easterly line of said 291 & 1/3 acre tract bears South 30°08'17" East (record - South 29°39'40" East) a distance of 411.62 feet;

THENCE North 30°08'17" West (record - North 29°39'40" West) along the westerly line of the 1326.17 acre remainder of a 1364.31 acre tract, and the easterly line of the 291 & 1/3 acre tract a distance of 1756.97 feet to a 3/8" iron rebar found for an angle point in the westerly line of the 1326.17 acre remainder of a 1364.31 acre tract, the northeast corner of the 291 & 1/3 acre tract, and the southeast corner of said 29.78 acre tract;

THENCE North 30°03'28" West (record - North 29°36'26" West), along the westerly line of the 1326.17 acre remainder of a 1364.31 acre tract and the easterly line of the 29.78 acre tract, a distance of 930.84 feet (record - 931.41 feet) to the POINT OF BEGINNING.

This parcel contains 300.00 acres of land, more or less, out of the following four surveys: the Edward Brown Survey No. 136, Abstract No. 44, the Marcus Raper Survey No. 37, Abstract No. 394, the Marcus Raper Survey No. 60, Abstract No. 383, and the W.R. Wood Survey, Abstract No. 567, all in Hays County, Texas.

Description prepared from an on-the-ground survey made during January, 2006.

Bearing Basis: Texas State Plane Coordinate System, South Central Zone, NAD 83/93 HARN.

J. Scott Laswell 6/1/08
 J. Scott Laswell Date
 Registered Professional Land Surveyor
 State of Texas No. 5583



Attachments:Baseline\Projects\Headwaters\Dwg\300 Acre Conservation Tract.dwg
 File:Baseline\Projects\Headwaters\Documents\F_Notes\300 ACRE CONSERVATION TRACT.doc

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

20058660 DEED
12/17/2020 02:37:51 PM Total Fees: \$50.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas





STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Charlie Reed, Farmers Market Manager; Laura Mueller, City Attorney

Council Meeting Date: 10/05/2021

Agenda Item Wording: **Discuss and consider an ordinance amending Article 6.05 Farmers Market Association, Chapter 6 Business Regulations, changing to Board, modifying meeting requirements, and related updates.** *Sponsor: Mayor Pro Tem Manassian.*

Agenda Item Requestor: Taline Manassian, Mayor Pro Tem

Summary/Background: The Farmers Market Board requested changes to its formation ordinance in order to provide flexibility in its meetings as an advisory body. Simultaneously with this change, the ordinance was also changed to conform with other board and committee ordinances and to reflect the Board's relationship with city staff and the Farmers Market itself. The proposed changes include:

1. Changing the Farmers Market Board to a Committee that is not restrained by the Texas Open Meetings Act as an advisory board. Tex. Att'y Gen. Op. No. GA-0957 (2012). A quorum of the Committee is still needed to act as a Committee, but the Committee will have more flexibility in how it holds its meeting. A monthly meeting is still listed as a requirement to be consistent with other boards and committees.
2. Add definitions for "agricultural producer" and "market participants". Update the "market manager" definition to reflect the chain of command.
3. Update the format of the Membership and Meetings provision to be consistent with other ordinances. There is still eight members who serve 2-year terms who are appointed by the City Council.
4. References to the market manager reflects their position as an employee who works in the Parks Department.
5. Requires staff support of the Farmers Market and the Farmers Market Committee.

Commission Recommendations: The Farmers Market Board has reviewed this ordinance multiple times and recommended approval of the ordinance at its September Meeting.

Recommended Council Actions:

Approval of the Ordinance.

Attachments:

Ordinance-Tracked Changes. Staff Report.

Next Steps/Schedule:

City staff will facilitate enactment of the ordinance.

- CODE OF ORDINANCES
Chapter 6 - BUSINESS REGULATIONS
ARTICLE 6.05. FARMERS MARKET ASSOCIATION

CITY OF DRIPPING SPRINGS

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 6.05: FARMERS MARKET ASSOCIATION: CHANGING THE ASSOCIATION TO A COMMITTEE AND UPDATING THE ORDINANCE AS IT RELATES TO PROCEDURES AND FORMAT OF ORDINANCE; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the duties and responsibilities of the Farmers Market Association has changed as the City and Farmers Market has grown; and

WHEREAS, the Farmers Market is supported by City staff; and

WHEREAS, the Farmers Market Association provides recommendations and support to the Farmers Market; and

WHEREAS, the City of Dripping Springs finds that it in the best interest of the community and the Farmers Market to make the changes to the ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Dripping Springs, Texas:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. AMENDMENT

Article 6.05 Farmers Market Association, Code of Ordinances, City of Dripping Springs, is hereby amended to read in accordance with *Attachment A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Language that is struck through is repealed, language

that is underlined is added.

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance, are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

NOW THEREFORE, BE IT ORDAINED BY THE City Council of the City of Dripping Springs, Texas:

- CODE OF ORDINANCES
Chapter 6 - BUSINESS REGULATIONS
ARTICLE 6.05. FARMERS MARKET ASSOCIATION

PASSED & APPROVED this, the _____ day of _____ 2021, by a vote of _____ (*ayes*) to _____ (*nays*) to (*abstentions*)

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

ARTICLE 6.05. FARMERS MARKET COMMITTEEASSOCIATION

DIVISION 1. GENERALLY

Sec. 6.05.001. ~~Popular name.~~Title.

This article shall be commonly cited as the Farmers Market Committee~~Association~~ ordinance.

Sec. 6.05.002. Purpose.

The purpose of the Dripping Springs Farmers Market ~~Association~~ Committee (the "~~association~~committee") is to:

- (1) fulfill the Mission of the Market;
- (2) provides oversight of the Market in order to make recommendations related to the Market; and
- (3) serves as an advisory body for the city council.
and coordinate — The association's board of directors

Sec. 6.05.003. Mission of the market.

To provide a community gathering place where local food producers, artisans, and related community organizations educate and sell directly to consumers. The mission of the farmers market is to provide the city and the surrounding Central Texas region with locally grown foods and farm products in a direct farm to consumer marketing venue that will serve diverse populations, preserve, and promote regional agriculture and improve our quality of life.

- ~~(1) The market creates a food secure community by improving access to local, healthy, affordable food for children and adults in Central Texas.~~
- ~~(2) The market strives to achieve are increased education about and support of regional agriculture.~~

Sec. 6.05.004. Definitions.

(a) Rules of interpretation. Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the code of ordinances, shall be given the meanings set forth in the code. Words and phrases

not defined in the code of ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific.

Agricultural facilities: A farm, garden, ranch, or greenhouse where produce is grown.

~~Association: The Dripping Springs Farmers Market Association, as created herein. Board: The board of directors (i.e., governing body) of the Dripping Springs farmers market.~~

Agricultural Producer: Producer who raises and grows food products.

City administrator: The employee appointed by the city council to serve as the chief administrative officer of the city.

City limits: The incorporated municipal boundary of the city.

Committee: The farmers market committee created herein.

~~Director: The city employee serving as director of parks, recreation and open space and community services for the city, as designated by the city council.~~

ETJ: The extraterritorial jurisdiction of the city.

Market manager: The city employee designated by the city administrator to supervise the operations of the market and serves under the direction of the Parks and Community Services Director.

Market Participants: Participants in the Market include Vendors, Agents, and any other individual who has applied and received approval to participate in the Market.

Sec. 6.05.005. ~~Association Membership, Meetings~~

(a) ~~Membership. Farmers, ranchers, and harvesters are eligible to be members of the association as allowed by the rules and regulations for market operations.~~

(b) Number of members. The committee shall have eight members.

(c) Terms of members. Committee members will serve two-year terms. Members may be reappointed with no limitation on the number of terms one member may serve.

(d) Member selection.

~~(b) Responsibilities, activities and benefits. All responsibilities, activities and benefits of association membership shall be as provided in the rules and regulations for market operations.~~

(1) Every year, city staff will prepare a slate of nominees for city council consideration.

(2) Committee members shall be appointed by majority vote of the city council.

(3) Committee members may be residents or business owners in the city limits or ETJ or within 150 miles of the city limits. At least two committee members must be Market Vendors of which one (1) shall be an agricultural producer.

(4) Although not strictly required, preference for committee membership shall be given to persons who raise, grow or make food products, or artists who make crafts from agricultural products.

(e) Officers. The chair shall be appointed by the city council from among the membership. A vice-chair shall be selected by the committee members. In the absence of the chair or vice-chair, the remaining committee members may select a person among themselves to preside over a meeting.

(f) Member removal.

The city council may remove committee members by majority vote, with or without cause.

(g) Resignation; vacancies.

A committee member may resign by providing the city secretary written intent to resign. A failure to attend three or more sequential, regular committee meetings will constitute automatic notification of intent to resign. The committee may provide recommendations to the city council related to the removal or appointment of committee members. The city council may fill vacancies by majority vote. Committee members appointed to fill a vacancy will complete the unexpired portion of the term.

(h) Meetings.

(1) The committee will meet monthly, as coordinated with and arranged by city staff. Agendas will be drafted by the chair with the support of city staff.

(2) A quorum of four or more committee shall constitute a quorum. The chair shall count toward the establishment of a quorum. Abstentions shall not affect the establishment of a quorum. A quorum is required to take action as the Dripping Springs Farmers Market Committee.

Sec. 6.05.006. Authority.

The committee is advisory only. They have no authority to make decisions binding on the city. The authority of the committee will include:

(a) To make recommendations to the city council regarding market operations.

(b) To evaluate the market to identify means of making improvements.

(c) To make recommendations related to the drafting and implementation of all rules and procedures for the market to the city council.

- (d) To assist city staff with the operations of the market, in addition to preparations and post-event recovery of the site.
- (e) To make recommendations to city council regarding budget for the farmers market and expenditures related to appropriated funds.
- (f) To perform other duties as established in the rules and regulations for market operations, as enacted by the city council.
- (g) The committee's work and work product will be subject to the Public Information Act, Texas Government Code chapter 552.

Sec. 6.05.007. Support for the association.

- (a) City staff ~~will~~ shall provide logistical support to the ~~board~~ committee and its subcommittees, as defined by access to city facilities for purposes of public meetings; access to city resources for purposes of copies and communications; and a designated market manager to serve as staff liaison to coordinate and direct such support. ~~Market managers shall also perform the functions established in the rules and regulations for market operations, as may be amended.~~
- (b) One or more market managers shall be designated by the city administrator. A market manager shall be a city staff member (employee or contract professional services). ~~In addition to any other means of compensation for other municipal duties, market managers shall be compensated monthly for services directly related to the market in the form of a commission on gross (or net) market sales. The amount of the commission shall be established by the city administrator. Market managers shall be assigned to work on market days in accordance with a schedule approved by the city administrator.~~
- (c) The city shall provide and support an online presence, including but not limited to information on the city website, assistance with an electronic newsletter, and social media for Farmers Market related information and activities and website will provide a page via the market manager upon which the ~~association~~ committee may request that the City post additional information related to committee meetings and Farmers Market information.:
- ~~(1) Board meeting information;~~
 - ~~(2) Board agendas and minutes; and~~
 - ~~(3) Resource materials, if any.~~
- (d) City staff shall inform the Committee of changes to personnel, logistical support, and other matters related to the operation of the farmers market.

Sec. 6.05.031. Number.

The ~~board~~ committee will have eight members.
(Ordinance 1550.10, ex. A, § 3.1.1, adopted 6/9/09)

Sec. 6.05.032. Terms.

~~Board members will serve two-year terms. There is no limit as to how many terms a member may serve. Original (first) board members shall draw lots to determine who will serve a one-year initial term. Members are volunteers.~~

~~(Ordinance 1550.10, ex. A, § 3.1.2, adopted 6/9/09)~~

Sec. 6.05.033. Board Committee member selection.

~~(a) Each year, city staff will prepare a slate of nominees for city council consideration.~~

~~(b) Board Committee members shall be appointed by majority vote of the city council.~~

~~(c) Board members may be residents or business owners with agricultural facilities in the city limits or ETJ or within 150 miles of the city limits. At least two board members must be farmers who sell their own produce.~~

~~(d) Although not strictly required, preference for board membership shall be given to persons who raise, grow or make food products, or artists who make crafts from agricultural products.~~

~~(e) Board members are municipal officers, and as such must take the oath of office and abide by all applicable ethics rules.~~

~~(Ordinance 1550.10, ex. A, § 3.1.3, adopted 6/9/09)~~

Sec. 6.05.034. Officers.

~~The chairperson shall be appointed by the city council from among the membership. A vice-chairperson shall be selected by the board members. In the absence of the chairperson or vice-chairperson, the remaining board members may select a person among themselves to preside over a meeting.~~

~~(Ordinance 1550.10, ex. A, § 3.1.4, adopted 6/9/09)~~

Sec. 6.05.035. Removal and vacancies.

~~A board member may resign by providing the city secretary written intent to resign. A failure to attend three or more sequential, regular association meetings will constitute automatic notification of intent to resign. The city council may remove board members by majority vote, with or without cause. The city council may fill vacancies by majority vote. Board members appointed to fill a vacancy will complete the unexpired portion of the term.~~

~~(Ordinance 1550.10, ex. A, § 3.1.5, adopted 6/9/09)~~

Sec. 6.05.036. Meetings.

- ~~(a) The board will meet monthly at city hall, as coordinated with and arranged by city staff. Agendas will be drafted by the board chairperson.~~
- ~~(b) Board designated subcommittees may meet more often, as coordinated with and arranged by city staff. Agendas will be drafted by the subcommittee chairperson.~~
- ~~(c) A quorum of board members must be present for the board to conduct a meeting. A quorum shall be 51 percent of the number of members serving (i.e., vacancies shall not count when calculating a quorum). Abstentions shall not affect the establishment of a quorum.~~
- ~~(d) The board chairperson, or the chairperson's designee(s), will attend the first city council meeting of each month to update the council.~~
- ~~(e) Board meetings are subject to the Texas Open Meetings Act, Texas Government Code chapter 551.~~

Sec. 6.05.037. Authority.

~~The association and its board of directors are advisory only. They have no authority to make decisions binding on the city. With the consent of the city administrator, the board may expend city funds in accordance with budget appropriations by the city council.~~

~~(Ordinance 1550.10, ex. A, § 3.2, adopted 6/9/09)~~

Sec. 6.05.038. Responsibilities.

- ~~(a) The board shall make recommendations to the city council regarding market operations.~~
- ~~(b) The board shall evaluate the market to identify means of making improvements.~~
- ~~(c) The board shall conduct the market and implement all rules and procedures established by the board and by the city council. The board is obligated to assist city staff with the day-off operations of the market, in addition to preparations and post-event recovery of the site.~~

~~(Ordinance 1550.10, ex. A, § 3.3, adopted 6/9/09)~~

Sec. 6.05.039. Duties.

- ~~(a) The board shall make recommendations to the city council regarding market operations.~~
- ~~(b) The board shall evaluate the market to identify means of making improvements.~~
- ~~(c) The board shall conduct the market and implement all rules and procedures established by the association and by the city council.~~
- ~~(d) The board shall perform other duties as established in the rules and regulations for market operations, as enacted by the city council.~~

~~(e) The board's work and work product will be subject to the Public Information Act, Texas Government Code chapter 552.~~

~~(Ordinance 1550.10, ex. A, § 3.4, adopted 6/9/09)~~



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: October 5, 2021

Agenda Item Wording: **Discuss and consider approval of a Resolution designating the Official Newspaper for the City of Dripping Springs for Fiscal Year 2021-2022.**

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: Pursuant to Texas Government Code Section 2051.049 Selection of Newspaper, the governmental entity or representative required to publish a notice in a newspaper shall select, in accordance with this subchapter, one or more newspapers to publish the notice, which is subject to certain criteria in sections 2051.044 – 2051.051. The following types of notices are published in the official newspaper of record:

- Public Hearing – planning and development notices, budget, tax rate, capital projects, etc.
- Bids – RFQ, SOQ, RFB, etc.
- Notices – ordinances, resolutions, elections, etc.

Annually the City solicits submissions from local newspapers that meet the publishing requirements and staff reviews each submission accordingly. Approved submissions are provided to the Council for selection.

Submission packets were provided to Dripping Century News General Manager Dalton Sweat, and News-Dispatch Publisher Cyndy Slovak-Barton via email and USPS mail on August 30, 2021, and due September 30, 2021.

Submissions were received by September 30, 2021, from Dripping Springs Century News and News-Dispatch and both meet the criteria set forth in TGC Section 2051.049. *Please Note: Century News has included online subscriptions in their counts. Attached to the submission for News-Dispatch are their online subscription counts.*

Century News has been the city’s official newspaper since 2016 and has provided excellent customer service specific to the posting of notifications. I have also had the pleasure of working with the staff at News-Dispatch who have also provided excellent customer service.

**Recommended
Council Actions:**

After reviewing both submissions I have determined that pricing for notices is comparable (+/- \$2.00 either way), as are submission deadlines and affidavit (tear sheet) fees. News-Dispatch has a slightly higher online presence, and Century News has slightly higher readership/subscription count. Both newspapers are carried locally at HEB, pharmacies/drug stores, convenient stores, etc.

It is important to remember that the selection of the official newspaper is for the sole purpose of publishing notices as to reach the most citizens within the city's jurisdiction - both city limits and ETJ. The majority of notices posted are for items that affect those in the city limits; however, we have several projects located in the ETJ as well. It is my recommendation that the Council select the newspaper that reaches the most residents in the media that you feel is most important, whether that be print or digital.

Attachments:

1. Texas Government Code Section 2051.049
2. News-Dispatch Submission Packet
3. News- Dispatch Supplemental – online count and letter to City Council
4. Century News Submission Packet – online count and rack distribution
5. Resolution Designating Official Newspaper
6. Official Newspaper Agreement

Next Steps/Schedule:

1. Notify newspapers of decision
2. Sign and File Resolution
3. Sign and File Agreement
4. Notify Staff

Sec. 2051.049. SELECTION OF NEWSPAPER. The governmental entity or representative required to publish a notice in a newspaper shall select, in accordance with this subchapter, one or more newspapers to publish the notice.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2051.050. TIME OF PUBLICATION. A notice must be published in a newspaper issued at least one day before the occurrence of the event to which the notice refers.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2051.051. BILL FOR PUBLICATION. A newspaper that publishes a notice shall submit a bill for the publication with a clipping of the published notice and a verified statement of the publisher that:

- (1) states the rate charged;
- (2) certifies that the rate charged is the newspaper's lowest published rate for classified advertising;
and
- (3) certifies the number and dates of the publication.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.



OFFICIAL NEWSPAPER OF THE CITY OF DRIPPING SPRINGS
APPLICATION FOR FISCAL YEAR 2021-2022
Application Due: September 30, 2021

NAME OF NEWSPAPER: News-Dispatch

INDICATE BELOW WHETHER OR NOT YOUR NEWSPAPER MEETS THE FOLLOWING CRITERIA:

<i>Please select Yes or No for each:</i>	YES	NO
1. Newspaper devotes not less than 25% of total column lineage to general interests items	√	_____
2. Newspaper published at least once a week	√	_____
3. Newspaper is entered as 2 nd class postal matter in the county where published	√	_____
4. Newspaper has been published regularly and continuously for the past 12 months	√	_____
5. Newspaper has not omitted more than two issues in the past 12 months	√	_____

SUBSCRIBER & DISTRIBUTION INFORMATION FOR CALENDAR YEAR 2020:

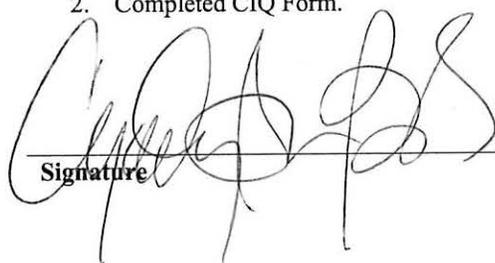
Total number of subscribers <i>(Print only)</i> <u>397</u> through mail, <u>153</u> average racks	
Number of subscribers by zip code 78620	<u>198</u>
Number of subscribers by zip code 78619	<u>87</u>
Number of subscribers by zip code 78737	<u>63</u>
Average number of unique website visitors per month	<u>55,880</u>
Average number of website page views per month	<u>84,162</u>
Number of likes on Facebook	<u>19,310</u>
Number of Twitter Followers	<u>6,184</u>

STATEMENT OF UNDERSTANDING:

I understand that pursuant to Texas Government Code Section 2051.045 Legal Rate Charged for Publication, that the legal rate for publication of a notice in a newspaper is the newspaper's lowest published rate for classified advertising, and Section 2051.051 Bill for Publication, that a newspaper that publishes a notice shall submit a bill for the publication with a clipping of the published notice and a verified statement of the publisher that: (1) states the rate charged, (2) certifies that the rate charged is the newspaper's lowest published rate for classified advertising, and (3) certifies the number and dates of the publication.

I understand that the following must be attached to this application in order to be considered for the City of Dripping Springs Official Newspaper for Fiscal Year 2020-2021 (October 1, 2020 – September 30, 2021):

1. Rate Sheet for public notice, legal notice, tax rate hearing notice and public affidavit.
2. Completed CIQ Form.


Cyndy Slovak-Barton
9/24/21
 Signature Printed Name and Title Date
Publisher

BARTON PUBLICATIONS, INC.

Hays Free Press

and

News-Dispatch

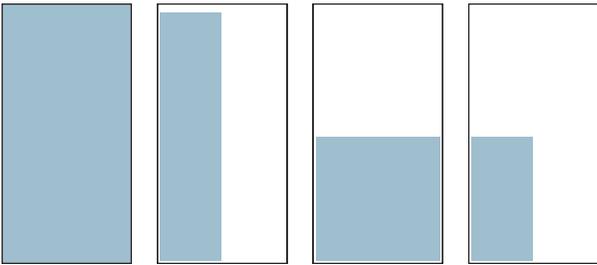
CONSOLIDATED RATE SHEET

Barton Publications, which prints the *Hays Free Press*, the *News-Dispatch* and the *Hays County Echo*, is the oldest continuously family-run – and home grown – business in northern Hays County.

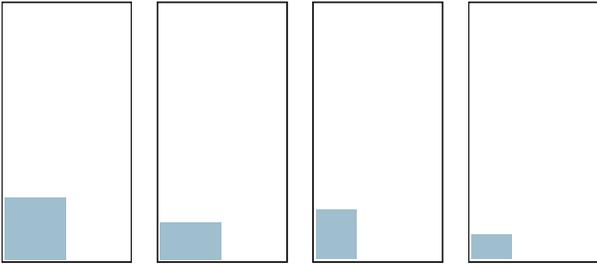
It is strong to this day, expanding coverage, adding new products and branching out in many ways.

Please contact us to talk about marketing, stories or to subscribe: 512-268-7862.





Full page Half page vertical Half page horizontal Quarter page vertical



Eighth page 3 col. x 3" 2 col. x 4" 2 col. x 2"

Hays Free Press

Full Page

6 col. x 20.125 inches
(10" w x 20.125" h)
One X = \$1291
Four X = \$1097
Thirteen X = \$1031

Half Page

6 col. x 10 inches
or 3 col. x 20.125 inches
(10" w x 10" h)
One X = \$645
Four X = \$550
Thirteen X = \$518

Quarter Page

3 col. x 10 inches
(4.9375" w x 10" h)
One X = \$330
Four X = \$280.50
Thirteen X = \$264

Eighth Page

3 col. x 5 inches
(4.9375" w x 5" h)
One X = \$172.50
Four X = \$146.60
Thirteen X = \$137.80

3 col. x 3 inches

(4.9375" w x 3" h)
One X = \$103.50
Four X = \$88
Thirteen X = 83

2 col. x 4 inches

(3.25" w x 4" h)
One X = \$92
Four X = \$78.25
Thirteen X = \$73.50

2 col. x 2 inches

(3.25" w x 2" h)
One X = \$46
Four X = \$39.25
Thirteen X = \$37

News-Dispatch

Full Page

6 col. x 20.125 inches
(10" w x 20.125" h)
One X = \$1103
Four X = 937
Thirteen X = 880

Half Page

6 col. x 10 inches
or 3 col. x 20.125 inches
(10" w x 10" h)
One X = \$540
Four X = \$459
Thirteen X = \$432

Quarter Page

3 col. x 10 inches
(4.9375" w x 10" h)
One X = \$280.50
Four X = \$238.50
Thirteen X = \$24

Eighth Page

3 col. x 5 inches
(4.9375" w x 5" h)
One X = \$144.75
Four X = \$123
Thirteen X = \$116

3 col. x 3 inches

(4.9375" w x 3" h)
One X = \$86.85
Four X = \$73.75
Thirteen X = \$69.50

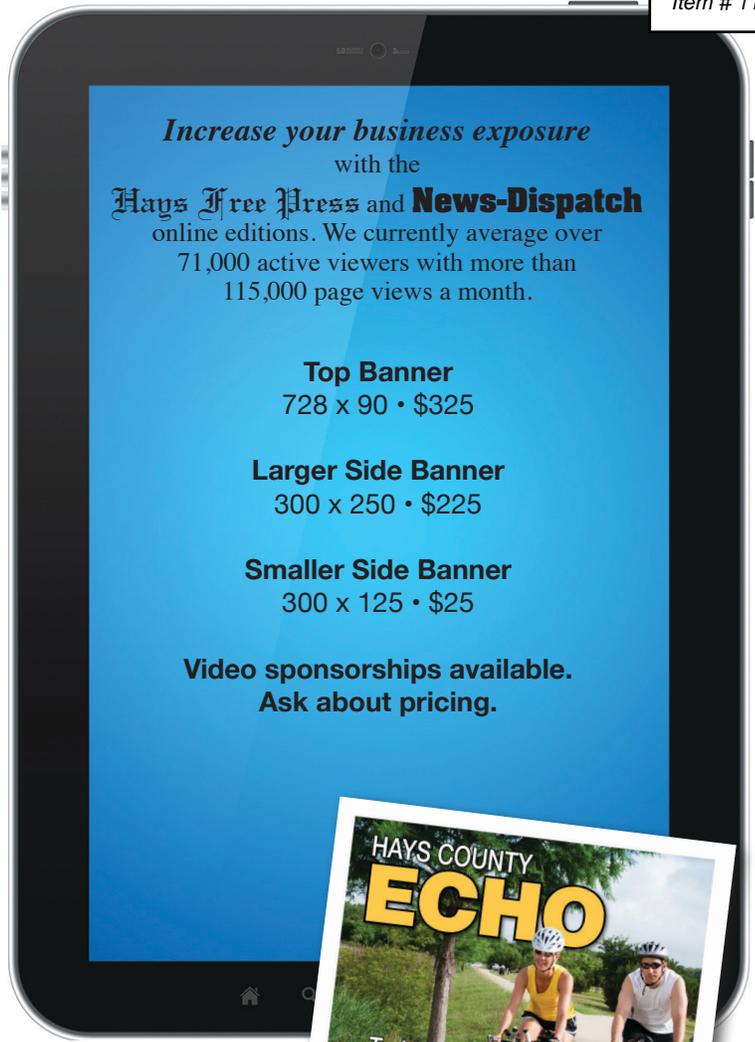
2 col. x 4 inches

(3.25" w x 4" h)
One X = \$77.25
Four X = \$65.50
Thirteen X = \$61.50

2 col. x 2 inches

(3.25" w x 2" h)
One X = \$38.50
Four X = \$32.75
Thirteen X = \$30.75

Full color is available on all ads for an additional \$2.50 per column inch. (15" minimum)



Top Banner

728 x 90 • \$325

Larger Side Banner

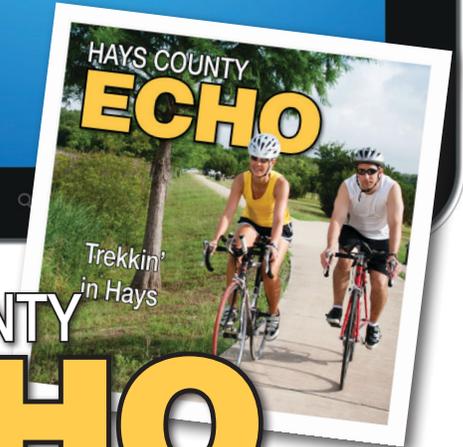
300 x 250 • \$225

Smaller Side Banner

300 x 125 • \$25

Video sponsorships available.

Ask about pricing.



HAYS COUNTY ECHO

Advertise in the Hays County Echo – our quarterly feature tabloid – and reach homes in Buda, Kyle and Dripping Springs

	1X	4X
Full Page (10" w x 10" h)	\$760	\$680
1/2 Page (4.94" w x 10" h or 10" w x 4.8125" h)	\$450	\$380
1/4 Page (4.94" w x 4.8125" h)	\$225	\$191
1/8 Page (4.94" w x 2.4" or 2.375" w x 4.8125" h)	\$165	\$140
Back Page Premium..... (10" w x 10" h)	\$1000	\$850
Inside Front Cover Premium..... (10" w x 10" h)	\$950	\$810



DETAILS, DETAILS, DETAILS

EARNED RATES FOR HAYS FREE PRESS

Retail and Classified Display earned rates are net and based on number of column inches per insertion. Bulk contracts are available.

Agency Rate	14.30
Local Open Rate	11.50
31-50"	11.00
51-90"	10.75
91-120"	10.50
121-168"	10.25
169" +	9.65

EARNED RATES FOR NEWS-DISPATCH

Display earned rates are net and based on the number of column inches per insertion. Bulk contracts available.

Agency Rate	11.25
2-19"	9.65
20-50"	9.35
51-90"	9.00
91-126"	8.75

FREQUENCY DISCOUNTS

Contract Discount:

- 13 or more consecutive insertions earn a 20% discount off the earned rate.

COLOR

Full color is available on all ads for an additional \$2.50 per column inch. (15" minimum)

CLASSIFIEDS

- 20 Words.....\$8.00
- Additional Words..... 50¢

Classified Display ads are charged at regular display rates, based on 6-column format (see Mechanical Requirements)

SPECIALTY PAGES

All ads in these pages require a 13-week minimum contract.

- Church Directory\$18/week
- Service Directory\$30/week
- Business listing on Church Page.....\$18/week
- Professional Directory\$35/week
- Women in Business.....\$45/week (6x commitment)

PRE-PRINTED INSERTS

Hays Free Press

All Inserts are billed for the full run

Up to .25 oz	\$295
to .5 oz.....	\$365
to 1 oz.....	\$430
to 1.5 oz.....	\$465
to 2 oz.....	\$550
Over 2 oz	Call for Quote

News-Dispatch

Up to .5 oz	\$150
-------------------	-------

Call for rates on inserts weighing other amounts

- Finished insert size cannot exceed 10.5" x 12"
- Inserts must arrive at our press no later than 5 p.m. Friday the week prior to publication.
Bryan Eagle Commercial Printing
1729 Briarcrest
Bryan, Texas 77802
(979) 731-4666
- Please call for rates for inserting bulky, undersized coupon books.

DEADLINES

The deadline for display advertising is 5 p.m. Friday the week prior to publication; classified advertising deadline is noon Monday the week of publication.

ACCEPTABLE MATERIALS

Advertisers who produce and provide their own ads should submit Adobe Acrobat PDF files, at 210 dpi with all fonts embedded. If color, files must also be CMYK, with no four-color black text.

MECHANICAL REQUIREMENTS

Six column broadsheet format. Page depth is 20 inches; column width: 1.56 inches (9.36 picas) wide with .167 inch gutters. Full page width is 10".

A 25% upcharge will be added to the weekly bill for guaranteed placement of ads.

GENERAL POLICIES

- Advertising taller than 18 inches will be billed for the full depth of the page.
- Earned and discounted rates are net to the newspaper.
- Earned and discounted rates apply only to those accounts in good standing.
- Accounts that fall 90 days past-due will lose the discounts and will be back-billed at the Local Open Rate.
- All advertisers are expected to pay in advance unless a credit application has been submitted and approved.
- Advertising that has the appearance of editorial copy will display the word "advertisement" plainly and prominently inside the ad.

Rate Card #2021-10-1

BARTON PUBLICATIONS, INC.

Hays Free Press

113 W. Center Street
Kyle, TX 78640
Phone: (512) 268-7862
www.HaysFreePress.com
www.HaysNewsDispatch.com

PERSONNEL

Editor & Publisher:

Cyndy Slovak-Barton
csb@haysfreepress.com

Marketing Director:

Tracy Mack
tracy@haysfreepress.com

Production Manager:

David White
david@haysfreepress.com

**Classifieds/Public Notice
/Circulation Manager:**

David White
david@haysfreepress.com
paper@haysfreepress.com
paper@haysnewsdispatch.com



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.
Barton Publications -- DBA News-Dispatch -- No Conflict

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.
N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Cyndy Slovak-Barton, Publisher 9/27/21

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

From: csb@haysfreepress.com
To: Andrea.Cunningham
Subject: Re: Newspaper of Record
Date: Thursday, September 30, 2021 3:08:05 PM

I just figured this out for our report to the Texas Press Association. Paid electronic copies per our report – Average No. during preceding 12 months – 1,958. No of single issue paid electronic nearest to filing date – 2,107.

Newspapers are required to file these with the USPS and print them in the newspaper. Those are my numbers, based on the week of Sept. 22, 2021.

Cyndy Slovak-Barton
 Publisher
 Barton Publications
 Hays Free Press • News-Dispatch
 512.268.7862

On Sep 30, 2021, at 10:17 AM, Andrea Cunningham
 <acunningham@cityofdrippingsprings.com> wrote:

Hi Cyndy,

Can you send me your internet subscribers as well?

Thank you,
 Andrea

<image001.png>

From: Andrea Cunningham
Sent: Monday, September 27, 2021 10:44 AM
To: csb [haysfreepress.com](mailto:csb@haysfreepress.com) <csb@haysfreepress.com>
Subject: RE: Newspaper of Record

It is entirely up to you. You are more than welcome to send a representative or you can submit the letter as suggested below. I understand that getting here on Tuesday presents challenges, and I am sure we all understand

<image001.png>

From: csb [haysfreepress.com](mailto:csb@haysfreepress.com) <csb@haysfreepress.com>
Sent: Monday, September 27, 2021 10:36 AM
To: Andrea Cunningham <acunningham@cityofdrippingsprings.com>

Hays Free Press News-Dispatch

Sept. 24, 2021

City of Dripping Springs
c/o Andrea Cunningham

Dear city council members,

I just want to say that it was an honor in years past when you allowed each Dripping Springs newspaper to alternate the designation of the newspaper of record. I have had a reporter there in person occasionally, but I know she is zooming in every time you have a meeting, or following up if the video goes down. I believe our readers enjoy both our city and school coverage, and also out countywide stories. We take pride in our work and being honored by the Texas Press Association and South Texas Press Association shows the depth of our work for our local communities.

We are proud of our long connection with the city of Dripping Springs. My cousin is a principal here in town and he and his family live in Dripping Springs. We love coming here to visit cousins, as my own family lives in the center of Hays County – not inside any municipality.

I have attended the council meetings in the past to answer any questions from the council when the newspaper of record vote was being taken. However, on this particular Tuesday, I have a staff person out and we have to upload the newspaper to the printers by 8 p.m., so I cannot attend. If you have any particular questions, please feel free to call me at 512-753-2700. I would be happy to talk with any of you about any particulars about the News-Dispatch.

Sincerely,



Publisher
csb@haysfreepress.com
512-268-7862

To the Council of the City of Dripping Springs, Texas
Subject: Official Newspaper of Record for Dripping Springs

The City of Dripping Springs is very fortunate to have two good newspapers, both members of the Texas Press Association, and both in business since the early eighties. The father of a former member of this Council at one time was in business as the owner of one of these newspapers.

This Council should strive to treat all its citizens and businesses fairly and any slight indication of favoritism should be acknowledged as being unsuitable and undesirable. What this Council has done by naming one newspaper the City's official newspaper of record over a period of consecutive years is not just giving the impression of showing favoritism, it has been unjust, dishonest and perhaps immoral in action by obviously showing favoritism.

Reasoning or an excuse in the past for the Council's decision making has been the expense involved in changing the official newspaper of record. There should be no reason or excuse for being treated unfairly and, after all, that's what budgets are for.

It is my expectation this Council can recognize its wrong doing and make the necessary correction by changing the official newspaper of record to the one newspaper that has not been shown the proper respect due from this Council. In addition, the Council should vote to rotate the official newspaper of record every two years as long as both of these newspapers remain in business and serve the community.

I am not an employee of the News Dispatch or Hays Free press. I have been voluntarily covering Dripping Springs High School sports for the News Dispatch for about 27 years because our student athletes were not receiving the recognition they deserve from the Austin newspaper, and I still do so for the same reason.

Sincerely,
Wayland D. Clark
Not a resident of the City of Dripping Springs, but a
Hays County Resident since 1979



OFFICIAL NEWSPAPER OF THE CITY OF DRIPPING SPRINGS
APPLICATION FOR FISCAL YEAR 2021-2022
Application Due: September 30, 2021

NAME OF NEWSPAPER: Dripping Springs Century News

INDICATE BELOW WHETHER OR NOT YOUR NEWSPAPER MEETS THE FOLLOWING CRITERIA:

Table with 3 columns: Criteria, YES, NO. Contains 5 rows of criteria regarding newspaper publication requirements.

SUBSCRIBER & DISTRIBUTION INFORMATION FOR CALENDAR YEAR 2020:

Table with 2 columns: Metric, Value. Lists subscriber counts and website statistics for 2020.

STATEMENT OF UNDERSTANDING:

I understand that pursuant to Texas Government Code Section 2051.045 Legal Rate Charged for Publication, that the legal rate for publication of a notice in a newspaper is the newspaper's lowest published rate for classified advertising, and Section 2051.051 Bill for Publication, that a newspaper that publishes a notice shall submit a bill for the publication with a clipping of the published notice and a verified statement of the publisher that: (1) states the rate charged, (2) certifies that the rate charged is the newspaper's lowest published rate for classified advertising, and (3) certifies the number and dates of the publication.

I understand that the following must be attached to this application in order to be considered for the City of Dripping Springs Official Newspaper for Fiscal Year 2020-2021 (October 1, 2020 – September 30, 2021):

- 1. Rate Sheet for public notice, legal notice, tax rate hearing notice and public affidavit.
2. Completed CIQ Form.

Dalton Sweet (Handwritten Signature)

Dalton Sweet,
General Manager of Dripping Springs Century News 9/29/2021

Signature Printed Name and Title Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Dripping Springs Century News

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

9/29/2021
Date

Legal Ad Rates for City of Dripping Springs

9/29/21

Public Notices:

Line Ad

Public Notice line ads are based on lines used. From 1 to 4 lines the charge is \$9.36 flat, with a charge of \$2.34 per each additional line.

Display Ad

There are four rate levels based on the size of the ad. Under 30 column inches (ci) the charge is \$9.35 per column inch (pci). Between 30-125 ci the charge is \$8.20 pci. From 126-251 ci the charge is \$7.50 pci. 252 ci and more the cost is \$7.00 pci. The size of the ads is rounded up to the nearest column inch for pricing purposes.

Legal Notice

There are four rate levels based on the size of the ad. Under 30 column inches (ci) the charge is \$9.35 per column inch (pci). Between 30-125 ci the charge is \$8.20 pci. From 126-251 ci the charge is \$7.50 pci. 252 ci and more the cost is \$7.00 pci. The size of the ads is rounded up to the nearest column inch for pricing purposes.

Tax Rate Hearing Notice:

Tax Rate Hearing Notices, run once per year unless the client requests additional runs, are required to run as a display ad in the standard pages of the newspaper, as opposed to in the classified section. These ads are almost always a $\frac{1}{4}$ page and the price is \$259.88 per run.

Public Affidavit:

A Public Affidavit tearsheet is \$6.00 for the first tearsheet and \$3.00 for each additional tearsheet.

**Public Notice
Line**

\$32.76

\$6 tear sheet

Total: \$38.76

Dripping Springs CLASSIFIED

P.O. Box 732 Dripping Springs, TX 78620

Public Notice

Public Notice

Public Notice

Public Notice

General Help Wanted

General Help Wanted

**City of Dripping Springs
Public Notice of Approved Ordinance
FY20 Budget Amendment
Effective Date: September 24, 2020
Ordinance No. 2020-50**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2019-2020 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Robin R. Essl, Deceased, we issued on August 26, 2020, in Cause No. 20-2032-P, pending in the County Court at Law of Hays County, Texas, to: Georgia L. Essl.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: **Carrie Campbell
Attorney at Law
303 Mesa Drive
Wimberley, Texas 78676**

DATED the 16th day of September, 2020.

Carrie Campbell
Attorney for Georgia L. Essl
State Bar No.: 00792393
303 Mesa Drive
Wimberley, Texas 78676
Telephone: (512) 847-1308
Facsimile: (512) 847-3590
E-mail: carriec1970@gmail.com

**NOTICE OF PUBLIC HEARING
(Request for Zoning)**

**NOTICE OF PUBLIC HEARING
(Conditional Use Permit)**

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, October 8, 2020 at 6:00 p.m.** to consider the following: **CUP-20-006** – an application for a Conditional Use Permit (CUP) to allow for the construction of a second residential building at 600 Flite Acres Road. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, October 15, 2020, at 6:00 p.m.** at City Hall.

Comments on this request from any member of the public may be presented in person at City Hall, by mail (221 Stillwater, Wimberley, TX), or by email (planner@cityofwimberley.com) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

Did you know?
You can now view the
Legals and Public
Notices Online at
drippingspringsnews.com

Like us on
facebook

NOW HIRING
Sign on Bonus
401K
Insurance
Employment



Port Aransas Police Department

Immediate openings for experienced officers and dispatchers.

Details:
cityofportaransas.org

**INDEPENDENT CONTRACTOR
NEWSPAPER CARRIERS NEEDED!**

Early morning hours, 7 days per week
San Marcos & surrounding areas

Requirements:
Valid Drivers License
Social Security
Dependable Vehicle
Back Up Vehicle
Dependability

Please call, text or email Rose
@ (830)385-4298,
rose@earlybirdexpressllc.com, Early Bird Express, LLC,
Owner



General Help Wanted

General Help Wanted

General Help Wanted

Pubic Notice
Display
\$133.24
\$6 tear sheet
Total: \$139.24

Dripping Springs

CLASSIFIED

P.O. Box 732 Dripping Springs, TX 78620

Public Notice

Public Notice

Public Notice

General Help Wanted

General Help Wanted

General Help Wanted

**REQUEST FOR QUALIFICATIONS FOR
 "GRANT WRITING SERVICES
 OLD FITZHUGH ROAD PROJECT"
 CITY OF DRIPPING SPRINGS, TEXAS**

PUBLIC NOTICE

Notice is hereby given that the City of Dripping Springs, Texas is soliciting Statements of Qualifications for Grant Writing and Management Services Old Fitzhugh Road Project.

Sealed Statements of Qualifications must be submitted in one (1) original, five (5) copies, and one (1) electronic copy in PDF format on a flash drive and shall be delivered to:

City of Dripping Springs, Texas
 Attn: Ginger Faught, Deputy City Administrator
 511 Mercer Street
 Dripping Springs, Texas 78620

In lieu of paper submissions, submissions may be made through electronic submission by email to gfaught@cityofdrippingsprings.com with the subject line "OFR Grant Writing Services". Documents should be submitted in PDF format. Statements of Qualifications must be submitted **by 4 p.m. on October 30, 2020**, at which time the statements will be publicly opened and read aloud. Statements received after the opening date and time will not be considered.

A pre-proposal meeting will be held on October 23, 2020 at 10 a.m. via Zoom Meeting. This meeting is optional. If interested in participating in the pre-proposal meeting please email kcampbell@cityofdrippingsprings.com by October 16, 2020. Information to participate in the Zoom Meeting will be provided prior to the meeting to any person who has requested to participate.

If additional information is requested, please email questions to Ginger Faught, Deputy City Administrator at gfaught@cityofdrippingsprings.com with "OFR Grant Writing Services" in the subject line. RFQs may be picked up at the above address or viewed online at the City's website at www.cityofdrippingsprings.com.

Administrative Assistant
 North Hays County Emergency Service
 District #1 has a part-time vacancy.
 - \$12 to \$20/hr. DOQ
 - 10-20 hours per week
 - Flexible schedule
 - No holidays or weekends

Direct questions, resumes and letters of interest to
administrator@northhayscountyesd1.org
 or mail to:

NHCESD#1
 PO Box 1604
 Dripping Springs, TX 78620

See Job description on home page
<https://www.northhayscountyesd1.org/administrative-assistant/>



Texas F

Garrison Brothers Dis looking for someone c with us as a Hospitality part-time (on Fridays & down the road).

We start early and we individual will greet vis up our equipment, swe bourbon samples for c

This individual will co most people learn in a with our guests. All wi

To apply, please visit t resume to sitandsip@g job description from N

Wallflowers, socialites, APPLY.



Public Notice

Public Notice

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Judy Czop, Deceased, were issued on October 5, 2020 in Cause No. 20-0293-P pending in the County Court at Law of Hays County, Texas to John R. Czop, as Independent Executor of said Estate. All persons having claims against this Estate are required



General Help Wanted

IMMEDIATE HIRE
 For male and female caregivers in

General Help Wanted

General Help Wanted

DRIPPING SPRINGS DAIRY QUEEN

NOW HIRING GENERAL MANAGER
 IMMEDIATE OPENINGS

What We Offer:
 Competitive Pay
 Paid Holidays and Vacation
 Incentive Pay and Career Advancement

General Help Wanted

INDEPENDENT NEWSPAPER CAFE

Early morning hour
 San Marcos & su

Require Valid Drive Social S Depend

Notice is hereby given that original Letters Testamentary for the Estate of Richard C. Graham, Deceased, were issued on June 23, 2020, in Cause No. 20-0154-P, pending in the County Court at Law of Hays County, Texas, to: George Shaw.

Legal Notice

\$98.18

\$6 tear sheet

Total:

\$104.18

Carrie Campbell
190 Oak Drive
Wimberley, Texas 78676
Telephone: (512) 847-1308
Facsimile: (512) 847-3590

DATED the 21st day of July, 2020.

Carrie Campbell
190 Oak Drive
Wimberley, Texas 78676
Telephone: (512) 847-1308
Facsimile: (512) 847-3590

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Gracie Irene Shaw, deceased, were issued on July 1, 2020, in Cause No. 20-0156-P, pending in the County Court at Law of Hays County, Texas, to: George Shaw.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

George Shaw
c/o Carrie Campbell
190 Oak Drive
Wimberley, Texas 78676

DATED the 21st day of July, 2020.

Carrie Campbell
190 Oak Drive
Wimberley, Texas 78676
Telephone: (512) 847-1308
Facsimile: (512) 847-3590

Did you know?
You can now view the Legals and Public Notices Online at drippingspringsnews.com

www.fema.gov/plan/prevent/fhm/bfe, or call the FEMA Mapping and Insurance eXchange toll free at 1-877-FEMA MAP (1-877-336-2627).

Public Notice

Public Notice

Public Notice

CITY OF DRIPPING SPRINGS, TEXAS MUNICIPAL BUDGET HEARING NOTICE FISCAL YEAR 2020-2021

The City of Dripping Springs, Texas, will hold a public hearing at the following day, time and place for the purpose of receiving written or oral comments concerning the proposed budget for fiscal year 2020-2021.

Date: August 11, 2020
Time: 6:30 p.m.
Place: City Hall Council Chambers via Zoom Videoconference
511 Mercer Street, Dripping Springs, Texas 78620
(Meeting join information is posted on the City's website calendar)

This budget will raise more total property taxes than last year's budget by \$224,350 or 17.23% and of that amount \$177,956 is tax revenue to be raised from new property added to the tax roll this year.

All interested citizens are encouraged to attend and/or submit written comments. A copy of the proposed budget in its entirety is available for public inspection during normal business hours in the office of the City Secretary, 511 Mercer Street, Dripping Springs, Texas 78620 and on the City's web site at cityofdrippingsprings.com. Written comments can be emailed to City Secretary Andrea Cunningham at acunningham@cityofdrippingsprings.com or mailed to the Attention of the City Secretary, City of Dripping Springs, PO Box 384, Dripping Springs, TX 78640.

General Help Wanted

General Help Wanted

INDEPENDENT CONTRACTOR NEWSPAPER CARRIERS NEEDED!

Early morning hours, 7 days per week
San Marcos & surrounding areas

- Requirements:
Valid Drivers License
Social Security
Dependable Vehicle
Back Up Vehicle
Dependability



Please call, text or email Rose
@ (830)385-4298,
rose@earlybirdexpressllc.com, Early Bird Express, LLC,
Owner

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice to Contractors

Wimberley Village Library District

Wimberley Village Library District (WVLD) is soliciting bids from businesses or individuals interested in a contract for the following positions: Landscape Maintenance, Facilities Maintenance, Facility Custodian, and Pest Control. A job specification packet will be available at the Wimberley Village

Item # 11.

GEO #90611208
Geographic ID
R52090
Address:
2 Maplewood Circle
Wimberly, Texas
78676
(203) 948-4444

MAN
SSI
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Wim
Marcc
pente
wash

Classifieds Work!

Auctions

**V & V M
2915 S. ZAN
SAN ANTONIO
SATURDAY
VIEWING: SAT**

**THIS MACHINE SHC
MACHINES & INV
SEE OUR W**

**WWW.SISKAUC
JOHN SISK AUCTION**



WE BUY

Both non-pr
including Non-Part
Provide us your des

CALL TO

LO
PO I
Lol

Donate A Boat or Car Today

Boat Angel

"2-Night Free Vacati

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$ 0.1900 per \$100 valuation has been proposed by the governing body of the City of Dripping Springs, Texas.

PROPOSED TAX RATE	0.1900 per \$100
NO-NEW REVENUE TAX RATE	0.1850 per \$100
VOTER-APPROVAL REVENUE TAX RATE	0.2077 per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for the City of Dripping Springs from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval rate is the highest tax rate that the City of Dripping Springs may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Dripping Springs is proposing to increase property taxes for the 2020 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON SEPTEMBER 8, 2020 AT 6:30 P.M. AT CITY HALL – 511 MERCER STREET – DRIPPING SPRINGS, TEXAS OR VIRTUALLY AS SHOWN ON THE CITY WEBSITE www.cityofdrippingsprings.com. THE PUBLIC IS INVITED TO ATTEND THE HEARING AT CITY HALL IN PERSON IF DESIRED.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Dripping Springs is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support or opposition the proposed tax rate by contacting the members of the City Council of the City of Dripping Springs at their officers or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount = (tax rate) x (taxable value of your property)/100

FOR the proposal: Taline Manassian, Wade King, April Harris Allison, Todd Purcell, Travis Crow
AGAINST the proposal: None
ABSENT: None

The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by the City of Dripping Springs last year to the taxes proposed to be imposed on the average residence homestead by the City of Dripping Springs this year.

	2019	2020	Change
Total Tax Rate (per \$100 of value)	0.1900	0.1900	\$0.00
Average homestead taxable value	\$352,150	\$373,261	<i>Increase of 5.99%</i>
Tax on average homestead	\$669	\$709	<i>Increase of \$40 or 5.99%</i>
Total tax levy on all properties	1,303,165	1,453,887	<i>Increase of \$150,277 or 11.57%</i>

For assistance with tax calculations, please contact the tax assessor for City of Dripping Springs at 512-393-5545 or jenifer.okane@co.hays.tx.us, or visit www.hayscountytax.com for more information.

Tax Rate
Hearing
Notice
\$259.88
\$6 tear sheet
Total:
\$265.88

FOR the proposal: Douglas L. Bott
AGAINST the proposal: None
PRESENT and not voting: None
ABSENT:None

The following table compares taxes year to taxes proposed on the average

Total tax rate (per \$100 of value)

Difference in rates per \$100 of value
 Percentage increase/decrease in rate
 Average appraised residence homes
 General homestead exemptions available
 (excluding 65 years of age or older or disabled)
 Average residence homestead taxable value
 Tax on average residence homestead
 Annual increase/decrease in taxes if
 proposed tax rate is adopted (+/-)
 and percentage of increase (+/-)

NOTICE OF ELECTION

If the district adopts a combined election that would result in the taxes on the district increasing by 10 percent, the qualified voters of the district will determine whether to reduce the tax rate under Section 49.23603, Water

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

San Marcos Publishing, LP
Wimberley View • Century News
P.O. Box 49, Wimberley, Texas 78676
(512) 847-2202

State of Texas
County of Hays

Before me, the undersigned authority, on this day personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the General Manager, of the The Wimberley View & The Dripping Springs Century News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 1 week on the following dates:

September 24, 2020

----- 2020

----- 2020

----- 2020

EXAMPLE

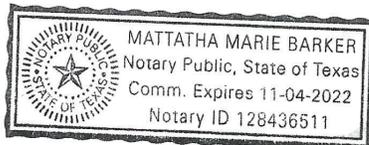
The said General Manager, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.

[Signature]

Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 5th day of October, 2020 to certify which witness my hand and seal of office.

Mattatha Barker
NOTARY PUBLIC in and for Hays County, Texas



Advertising Receipt Ad 59600

San Marcos Daily Record

P.O. Box 1109
San Marcos, TX 78667
512-392-2458

Andrea Cunningham
City of Dripping Springs
PO Box 384
Dripping Springs, TX 78620

Customer: RA1942
Phone: 512-858-4725
Ad No.: 59600
Date: 09/16/20
Sales Rep: Barker, Taffy

Public Notices
City of Dripping Springs
Public Notice of Approved Ordinance
FY20 Budget Amendment
Effective Date: September 24, 2020
Ordinance No. 2020-50

Publication	First Date	Last Date	Days	Cost
Wimberley Legal Classifieds	09/24/20	09/24/20	1	\$38.76

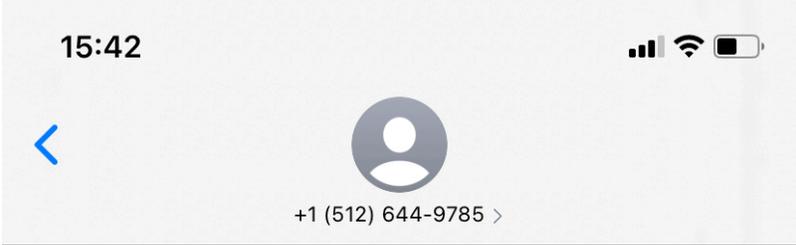
Total Days: 1

Total Cost: \$38.76

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2019-2020 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

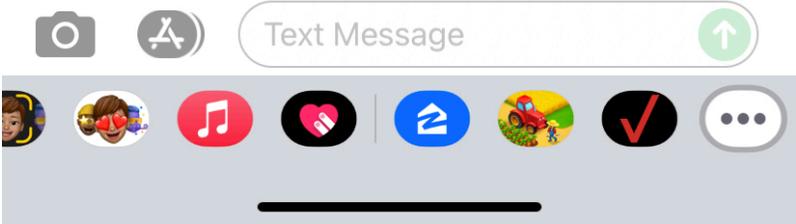


Payment Date:	Pmt Amount:
Payment Type:	Other Credits:
Check/Card No.	Amount Due: \$38.76



Text Message
Today 12:04

This is Dalton with the DSCN. Both questions are yes. Our internet subscribers provide their address so I only included their subscriptions in the appropriate zip codes. For copies sold over the counter, I included some. I told the percentage of each zip code for our total mailed subscriptions and applied that percentage to our totals sold in stores locally.



CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R_____

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER OF THE FISCAL YEAR 2021-2022.

WHEREAS, the City of Dripping Springs is required to adopt an official municipal newspaper at the beginning of each Fiscal Year, as per Chapter 2051 of the Texas Local Government Code; and

WHEREAS, the Dripping Springs Century News, a newspaper in the City of Dripping Springs, meets the statutory requirements for the official newspaper.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS THAT:

1. The City Council designates the Dripping Springs Century News as the City of Dripping Springs’ Official Newspaper for Fiscal Year 2021-2022; and
2. The City of Dripping Springs shall publish in the [insert selected newspaper] each ordinance caption, public notice or other matter required by law or ordinance to be published.; and
3. The City of Dripping Springs shall require applicants to publish in the [insert selected newspaper] each public notice or other matter required by law or ordinance to be published by an applicant.

PASSED & APPROVED this, the 5th day of October 2021, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

XXX10052021

OFFICIAL NEWSPAPER AGREEMENT

This Agreement, made and entered into this, the 5th day of October 2021, by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **[insert newspaper]** (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Description of Services:** In accordance with Chapter 52 of the Texas Local Government Code, the City has selected the Contractor to be its official newspaper. The City shall publish in its official newspaper each ordinance, notice, or other matter required by law or ordinance to be published. Tex. Loc. Gov’t Code § 52.004. The City and Contractor agree to the following:
 - (a) Contractor shall deliver affidavits of all published items submitted by the City of Dripping Springs to City Hall via mail, in person, or other electronic means as appropriate.
 - (b) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
 - (c) Contractor will report to the City Administrator and City Secretary, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - (d) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that the Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City’s public information policies.
 - (e) Performs other related duties as needed.
- 2. Payment for Services:** The City will compensate the Contractor in accordance with the fee structure contained in the Contractor’s submission included as **Attachment “A”**. The Contractor shall invoice the City in accordance with **Attachment “A”**. Any charge that is in excess of the costs attached shall not be paid by the City.
- 3. Duration:** This Agreement shall be in effect until the end of the 2020-2021 Fiscal Year, or September 30, 2021, after which time the City Council of the City of Dripping Springs is required by Texas Local Government Code Chapter 52 to adopt an official municipal newspaper.
- 4. Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.

- 5. **Relationship of Parties:** It is understood by the parties that the Contractor is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of the Contractor.
- 6. **Employees:** Contractor employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement. At the request of the City, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.
- 7. **Mandatory Disclosure:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Agreement, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also file a 1295 Certificate, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>.
- 8. **Indemnification:** The Contractor agrees to indemnify and hold the City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgements that may be asserted against the City that result from acts or omissions of the Contractor, its employees if any, and the Contractor's agents.
- 9. **Assignment:** The Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.
- 10. **Notice:** All notices required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States Mail, postage prepaid, and addressed as follows:

To the City:
City of Dripping Springs
Attn: City Secretary
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To the Contractor:
[insert newspaper]
[insert newspaper]
[insert newspaper]
[insert newspaper]
[insert newspaper]

Either party may change such address from time to time by providing written notice to the other party in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. Mail.

11. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.

12. Amendment: This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

13. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party’s right to subsequently enforce and compel strict compliance with every provision of the Agreement.

15. Applicable Law: The laws of the State of Texas shall govern this Agreement.

16. Venue: The venue for any all legal disputes arising under this Agreement shall be Hays County, Texas.

CITY OF DRIPPING SPRINGS:

[INSERT NEWSPAPER]

Bill Foulds, Jr., Mayor

[insert newspaper]

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"
Contractor Submission



City Council Planning Department Staff Report

City Council Meeting: October 5, 2021

Project No: ANNEX2021-0004

Project Planner: Tory Carpenter, Senior Planner

Item Details

Project Name: Hardy Tract 2 Annexation

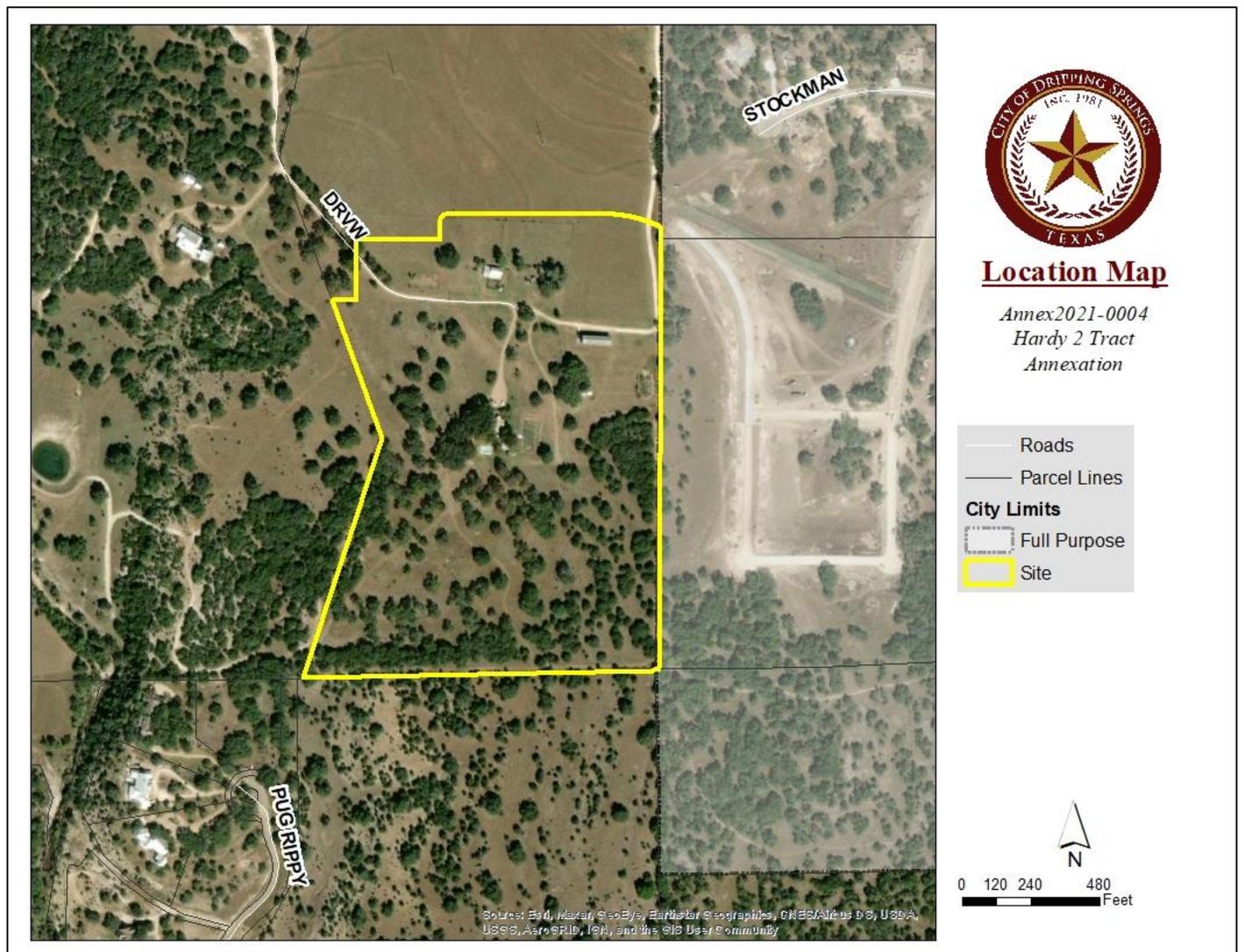
Property Location: 2901 W US 290

Legal Description: 39.341 Acres out of the Benjamin F Hanna Survey

Applicant: Brian Estes, P.E.

Property Owners: P & H Family Limited Partnership No. 1

Request: Request for voluntary annexation and to begin negotiations regarding a service agreement.



Overview

The applicant is requesting annexation of approximately 39.341 acres into the City Limits, which will become part of the overall Bunker Ranch Development. This request is for a portion of the property known as the Hardy Tract.

The applicant is also proposing to rezone the site to SF-2, Moderate Density Residential which may be considered at the meetings outlined below.

Proposed Annexation and Zoning Schedule

October 5, 2021 – City Council takes action on moving forward with the proposed annexation and allowing staff to negotiate the services agreement.

October 26, 2021 – The Planning & Zoning Commission will conduct a public hearing and consider the proposed zoning designation of SF-2.

November 16, 2021 – City Council will approve the municipal services agreement and conduct a public hearing regarding the annexation of the property.

November 16, 2021 – City Council will conduct a public hearing and consider the proposed zoning designation of SF-2.

Public Notification

None required at this time, but notice will be published for the public hearing annexation, as well as the proposed rezoning in accordance with the City’s Code of Ordinances, as well as State Law.

Annexation Pros & Cons

Pros for Annexation:

- Landscaping Ordinance Applies
- Lighting Ordinance Applies
- City Property Tax
- Land Use Control

Cons for Annexation

- Increase in impervious cover (40% vs 35%)
- Lack of a master development plan for the Bunker Ranch development
- May not provide benefit to developers that they expect

ETJ Annexation Comparison

	ETJ	City Limits (SF-2)
Impervious Cover	35%	40%
Landscaping	Does not apply	Applies
Lighting Ordinance	Does not apply (unless variance requested)	Applies
City Property Tax	Does not apply	Applies
Land Use Control	None	Limited to Single-Family

Attachments

- Exhibit 1: Annexation Request
- Exhibit 2: Property Survey

Planning Department Staff Report

Recommended Action:	Staff provides a neutral recommendation for this request.
Alternatives/Options:	Deny of the proposed annexation.
Budget/Financial Impact:	None calculated at this time, however, those properties in the city limits will be subject to property taxes.
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

ANNEXATION APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME P & H FAMILY LIMITED PARTNERSHIP No. 1

STREET ADDRESS P O BOX 1696

CITY Dripping Springs STATE TX ZIP CODE 78620

PHONE _____ EMAIL _____

APPLICANT NAME Brian Estes, PE

COMPANY Civil and Environmental Consultants Inc.

STREET ADDRESS 3711 S. Mo Pac Expy Suite 550

CITY Austin STATE Texas ZIP CODE 78746

PHONE 512-439-0400 EMAIL bestes@cecinc.com

TYPE OF ANNEXATION APPLICATION

PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 43.0671).

VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

PROPERTY INFORMATION

PROPERTY OWNER NAME	P & H FAMILY LIMITED PARTNERSHIP No. 1
PROPERTY ADDRESS	2901 W US 290, DRIPPING SPRINGS, TX 78620
CURRENT LEGAL DESCRIPTION	A0222 BENJAMIN F HANNA SURVEY, ACRES 77
TAX ID#	R15103
CURRENT LAND USE	AG
REQUESTED ZONING	SF-2
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Annex and concurrently rezone a 39.341 Acre portion of the P&H Family Limited Partnership No. 1 Tract to redevelop into a single family lot subdivision.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	the proposed use will be single family lots

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Brian Estes (Civil & Environmental Consultants, Inc.) is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. 1733, Pg. 755.)

[Signature]
Name
PRINCIPAL
Title

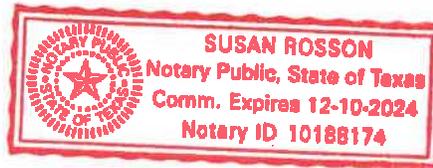
STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 5th day of March, 2021 by Hardy E. Thompson, III

[Signature]
Notary Public, State of Texas Susan Rosson

My Commission Expires: 12-10-2024

Hardy E. Thompson, III
Name of Applicant



ANNEXATION APPLICATION SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:



08/20/2021

Applicant Signature (Applicant's Authorized Agent)

Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
<input type="checkbox"/>	<input type="checkbox"/>	<u>PDF/Digital Copies of all submitted Documents</u> When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Zoning Application (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input type="checkbox"/>	N/A	List of requested utilities or services (if any)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign - (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/> n/a	Copy of any Agreements with City including Utility or Development (<i>if applicable</i>)
<input type="checkbox"/>	<input type="checkbox"/> n/a	Information related to property's presence in a special district

LEGAL DESCRIPTION

BEING A 39.341 ACRE TRACT OF LAND (INCLUDING A 60 SQUARE FOOT AREA IN CONFLICT) OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 79.61 ACRE TRACT CONVEYED TO P & H FAMILY LIMITED PARTNERSHIP NO. 1 AS TRACT A BY DEED OF RECORD IN VOLUME 1733, PAGE 755, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 39.341 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½ inch iron rod with “CEC” cap set at the northeast corner of the remainder of said 79.61 acre tract, being reentrant corner of a called 4.25 acre tract described in Exhibit C of said deed recorded in Volume 1733, Page 755, O.P.R.H.C.T.;

THENCE, along the common line of said remainder of 79.61 acre tract and partially of said 4.25 acre tract and then partially of a called 44.123 acre tract conveyed to the Elry and Barbara Hudson Living Trust by deed of record in Volume 2851, Page 80, O.P.R.H.C.T., S00°25’57”W, passing at distance of 99.94 feet, a ½ inch iron rod found at the westerly common corner of said 4.25 acre tract and of said 44.123 acre tract, continuing for a total distance of 712.85 feet to a ½ inch iron rod found at the westerly common corner of said 44.123 acre tract and of Bunker Ranch Phase 2, a subdivision of record in Document No. 20017197, O.P.R.H.C.T.;

THENCE, along the common line of said remainder of 79.61 acre tract and partially of said Bunker Ranch Phase 2 and then partially of Bunker Ranch Phase 3, a subdivision of record in Document No. 21009701, O.P.R.H.C.T., S00°21’25”W, passing at a distance of 629.14 feet, a ½ inch iron rod with “CEC” cap set at the westerly common corner of said Bunker Ranch Phase 2 and said Bunker Ranch Phase 3, continuing for a total distance of 722.37 feet to a ½ inch iron rod with “CEC” cap set at the northwesterly corner of Lot 1, Block 3, said Bunker Ranch Phase 3, being the easterly common corner of said 39.341 acre tract and of said remainder of 79.61 acre tract, for the **POINT OF BEGINNING**, hereof;

THENCE, along the common line of said 39.341 acre tract and of said Bunker Ranch Phase 3, S00°21’25”W, a distance of 1537.62 found at the westerly common corner of said Bunker Ranch Phase 3 and of a called 18.250 acre tract conveyed to The Overlook at Bunker Ranch, LLC by deed of record in Document No. 20061246, O.P.R.H.C.T.;

THENCE, bounding the area of conflict, the following two (2) courses and distances:

1. S05°53’31”E, a distance of 10.82 feet to a found ½ inch iron rod;
2. S86°15’32”W, a distance of 5.94 feet to an 8 inch cedar fence post found at the northerly common corner of said 18.250 acre tract and of a called 603.70 acre tract conveyed to Anna Marie Widen Speir, et al, by deed of record in Volume 1734, Page 427, O.P.R.H.C.T.;

THENCE, along the common line of said 39.341 acre tract and of said 603.70 acre tract, S88°42’30”W, a distance of 1,237.34 feet to a ½ inch iron rod with “CEC” cap set at the southerly common corner of said 78.021 acre tract and of a called 79.39 acre tract conveyed to P & H Family Limited Partnership No. 2 by deed of record in Volume 1733, Page 748, O.P.R.H.C.T.;

THENCE, along the common line of said 39.341 acre tract and of said 79.39 acre tract, the following two (2) courses and distances:

39.341 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
AUGUST 13, 2021

1. N18°14'48"E, a distance of 881.92 feet to a found ½ inch iron rod;
2. N19°44'58"W, a distance of 515.10 feet to a calculated point at the westerly common corner of said 39.341 acre tract said remainder of 79.61 acre tract;

THENCE, along the common line of said 39.341 acre tract and of said remainder of 79.61 acre tract, the following seven (7) courses and distances:

1. N90.00'00"E, a distance of 82.95 feet to a calculated point;
2. N00°01'40"E, a distance of 214.73 feet to a calculated point;
3. S89°46'31"E, a distance of 292.40 feet to a calculated point;
4. N00°00'00"E, a distance of 60.99 feet to a calculated point at the beginning of a 25.00 foot radius curve to the right;
5. Along the arc of said 25.00 foot radius curve, a distance of 39.27 feet through a central angle of 90°00'00", and having a chord which bears N45°00'00"E, a distance of 35.36 feet to a calculated point;
6. N90°00'00"E, a distance of 545.30 feet to a calculated point at the beginning of a 480.00 foot radius curve to the right;
7. Along the arc of said 480.00 foot radius curve, a distance of 210.24 feet through a central angle of 25°05'43", and having a chord which bears S77°27'08"E, a distance of 208.56 feet to the **POINT OF BEGINNING**, and containing 39.341 acres (1,713,713 square feet) of land, more or less.

THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

Witness my hand and seal this 13th day of August, 2021.


 Frank William Funk, R.P.L.S. 6803
 Civil & Environmental Consultants, Inc.
 3711 S. MoPac Expressway, Building 1, Suite 550
 Austin, TX 78746
 Texas Registered Surveying Firm No. 10194419



P:\300-000\304-065\1--Survey\Draw\304-065-SV01 P AND H ANNEXATION.dwg\EXHIBIT SHEET 1 OF 4\LS:(08/13/2021 - at Harper) - LP: 8/13/2021 1:48 PM

PATRIOT ERECTORS, LLC
CALLED 36.802 ACRES
DOC. NO. 18016400
O.P.R.H.C.T.

MIGUEL SILVA AND ANGELICA SILVA
CALLED 49.98 ACRES
DOC. NO. 1502907
O.P.R.H.C.T.

Item # 12.
P&H
LIM
PARTNERSHIP
NO. 1 & NO. 2
CALLED 4.25 ACRE
VOL. 1733,
PG. 748
VOL. 1733,
PG. 755
O.P.R.H.C.T.

P&H FAMILY
LIMITED
PARTNERSHIP
NO. 2
CALLED 79.39
ACRES
VOL. 1733,
PG. 748
O.P.R.H.C.T.

P&H FAMILY
LIMITED PARTNERSHIP NO. 1
REMAINING PORTION OF A
CALLED 79.61 ACRE TRACT
TRACT A
VOL. 1733, PG. 755
O.P.R.H.C.T.

ELRY AND BARBARA
HUDSON LIVING TRUST
CALLED 44.123 ACRES
VOL. 2851, PG. 80
O.P.R.H.C.T.



NORTH

SCALE IN FEET



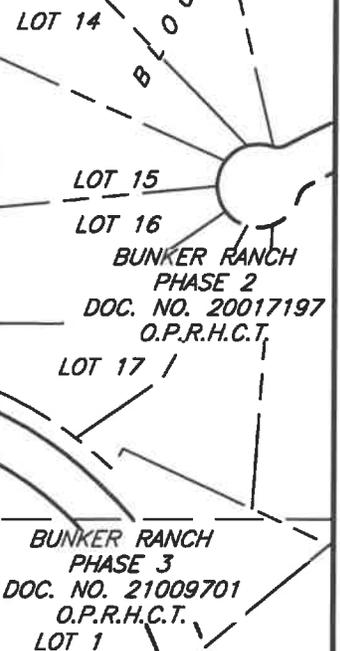
C1 N90°00'00"E 545.30' C2

POINT OF BEGINNING

MATCH LINE SEE SHEET 2

THE BASIS OF BEARINGS SHOWN HEREON IS THE
TEXAS COORDINATE SYSTEM, NSRS 2011(2012A),
SOUTH CENTRAL ZONE, UTILIZING THE LEICA SMARTNET
CONTINUALLY OPERATING REFERENCE NETWORK.

500'25'57"W 712.84'
612.91'
500'21'25"W 722.37'
629.14'



Civil & Environmental Consultants, Inc.

3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746

Ph: 512.439.0400 · Fax: 512.329.0096

Texas Registered
Surveying Firm 10194419

www.cecinc.com

Texas Registered
Engineering Firm F-38

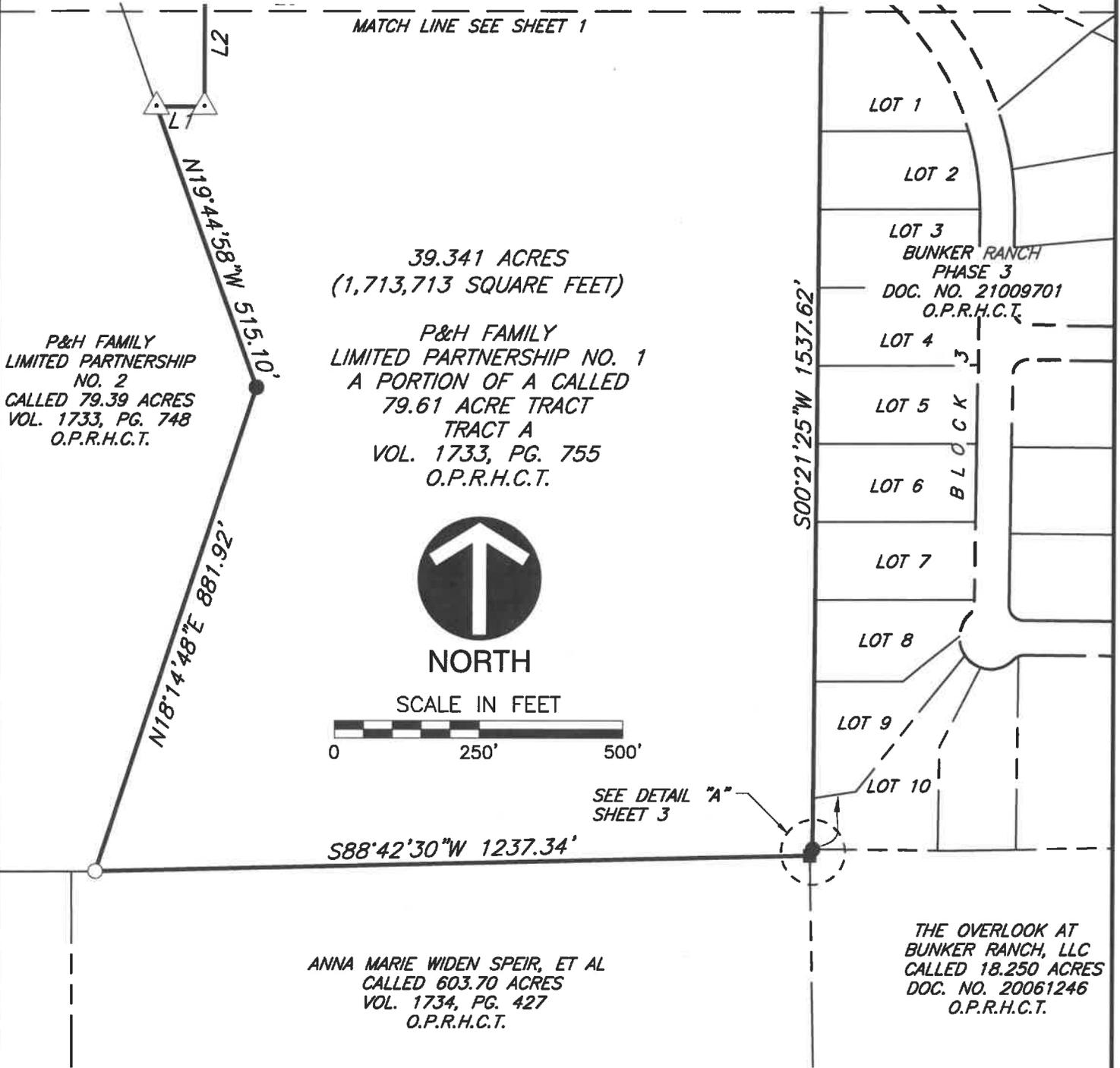
STEVE HARREN

CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

P & H TRACT
ANNEXATION EXHIBIT

DRAWN BY:	ESH	CHECKED BY:	FWF	APPROVED BY:	FWF	SHEET NO.:	217
DATE:	AUGUST, 2021	DWG SCALE:	1"=250'	PROJECT NO.:	304-065	1 OF 4	

MATCH LINE SEE SHEET 1



THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM, NSRS 2011(2012A), SOUTH CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.



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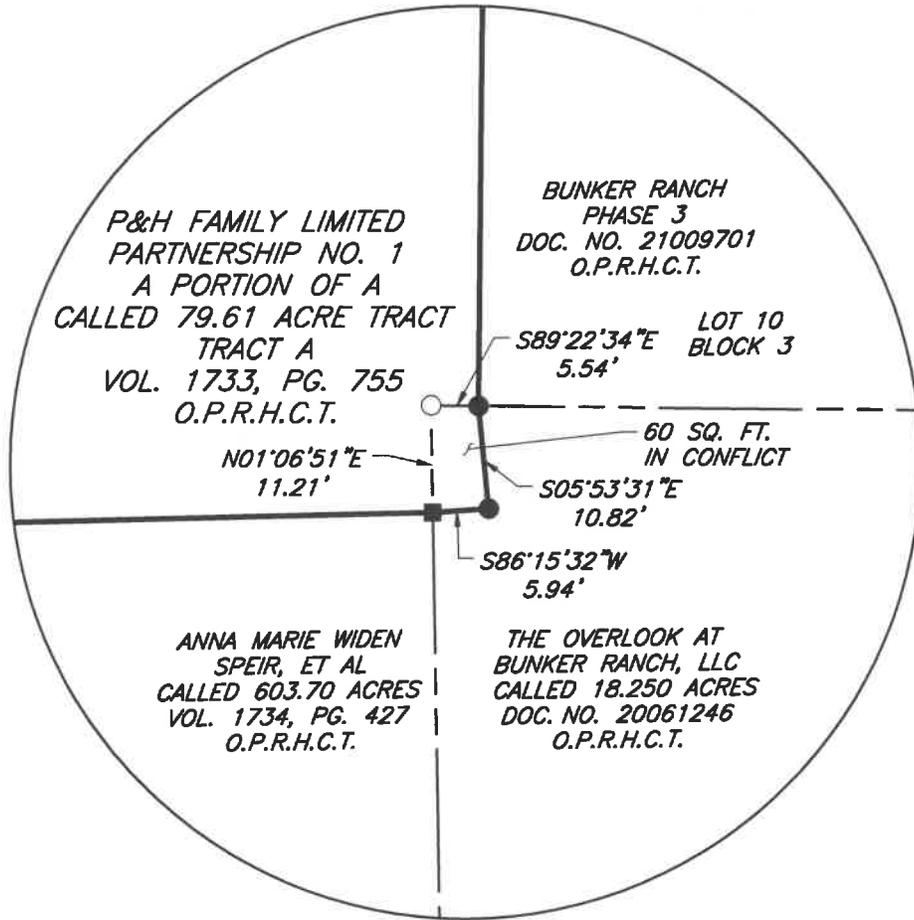
Texas Registered
Engineering Firm F-38

STEVE HARREN

CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

P & H TRACT
ANNEXATION EXHIBIT

DRAWN BY:	ESH	CHECKED BY:	FWF	APPROVED BY:	FWF	SHEET NO.:	2 OF 4
DATE:	AUGUST, 2021	DWG SCALE:	1"=250'	PROJECT NO:	304-065		218



DETAIL "A"
SCALE 1" = 20'

LEGEND:

- 1/2" IRON ROD FOUND
- 8" CEDAR FENCE POST FOUND
- 1/2" IRON ROD SET W/ "CEC" CAP
- △ CALCULATED POINT
- SUBJECT PROPERTY LINE
- - - - - ADJACENT PROPERTY LINE
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE

P:\300-000\304-065\Survey\Draw\304-065-SV01 P AND H ANNEXATION.dwg\EXHIBIT SHEET 3 OF 4 LS(08/13/2021 - aharper) - LP: 8/13/2021 1:48 PM



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CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

P & H TRACT
ANNEXATION EXHIBIT

DRAWN BY:	ESH	CHECKED BY:	FWF	APPROVED BY:	FWF	SHEET NO.:	3 OF 4
DATE:	AUGUST, 2021	DWG SCALE:	1"=20'	PROJECT NO.:	304-065	219	

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	25.00'	90°00'00"	39.27'	35.36'	N45°00'00"E
C2	480.00'	25°05'43"	210.24'	208.56'	S77°27'08"E

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N90°00'00"E	82.95'
L2	N00°01'40"E	214.73'
L3	S89°46'31"E	292.40'
L4	N00°00'00"E	60.99'

P:\300-000\304-065\Survey\Drawings\304-065-SV01 P AND H ANNEXATION.dwg\EXHIBIT SHEET 4 OF 4\LS:(08/13/2021 - aharper) - LP: 8/13/2021 1:48 PM



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STEVE HARREN

CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

P & H TRACT
ANNEXATION EXHIBIT

DRAWN BY:	ESH	CHECKED BY:	FWF	APPROVED BY:	FWF	SHEET NO.:	4 OF 4
DATE:	AUGUST, 2021	DWG SCALE:	1"=250'	PROJECT NO.:	304-065	220	

Project Status Report

Permits Created From 8/31/2021 to 9/27/2021

Generated 9/27/2021 2:58:14 PM

Item # 13.

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
2021-95	Closed	, Dripping Springs, TX 78620	Street and ROW Maint. (Sept WO's)	14954241	N/A	Street/Roads	Work Planned	Completed	Bill Stevens	09/08/2021
				14954283	N/A	Street/Roads	Work Planned	Completed	Jim Bass	09/09/2021
				14954904	N/A	Street/Roads	Work Planned	Completed	Johnathon Hill	09/09/2021
				14954906	N/A	Street/Roads	Work Planned	Completed	Johnathon Hill	09/09/2021
				14959447	N/A	Street/Roads	Work Planned	Completed	Bill Stevens	09/24/2021
				14960664	N/A	Street/Roads	Work Planned	Completed	Jim Bass	09/13/2021
				14967236	N/A	Street/Roads	Work Planned	Completed	Jim Bass	09/13/2021
				14982906	N/A	Street/Roads	Work Planned	Completed	Jim Bass	09/13/2021
				14982917	N/A	Street/Roads	Work Planned	Completed	Jim Bass	09/13/2021
				14991812	N/A	Street/Roads	Work Planned	Completed	Jim Bass	09/22/2021
				15001022	N/A	Street/Roads	Work Planned	Completed	Johnathon Hill	09/17/2021
				15001025	N/A	Street/Roads	Work Planned	Completed	Johnathon Hill	09/20/2021
				15008894	N/A	Street/Roads	Work Planned	Completed	Bill Stevens	09/21/2021
2021-96	Closed	511 Mercer St., Dripping Springs, TX 78620	City Hall (Sept WO's)	14962976	N/A	N/A	Work Planned	Completed	Johnathon Hill	09/10/2021
				14962974	N/A	N/A	Work Planned	Completed	Jim Bass	09/10/2021

2021-96	Closed	511 Mercer St., Dripping Springs, TX 78620	City Hall (Sept WO's)	14965324	N/A	N/A	Work Planned	Completed	Bill Stevens	09/13/2021 <i>Item # 13.</i>
				14960402	N/A	N/A	Work Planned	Completed	Jim Bass	09/13/2021
				14954246	N/A	N/A	Work Planned	Completed	Johnathon Hill	09/14/2021
2021-97	Closed	419 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (Sept WO's)	15001012	N/A	Parks	Work Planned	Completed	Jim Bass	09/22/2021
				15008935	N/A	Parks	Work Planned	Completed	Jim Bass	09/23/2021
2021-98	Open	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (Sept WO's)	15008999	N/A	Parks	Work Planned	Completed	Johnathon Hill	09/20/2021
				15031487	N/A	Parks	Work Planned	New	Bill Stevens	
2021-99	Closed	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (Sept WO's)	15018433	N/A	Parks	Work Planned	Completed	Bill Stevens	09/22/2021
				14987683	N/A	Parks	Work Planned	Completed	Jim Bass	09/22/2021
				15011663	N/A	Parks	Work Planned	Completed	Johnathon Hill	09/23/2021
2021-100	Closed	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Sept WO's)	15004296	N/A	N/A	Work Planned	Completed	Craig Rice	09/17/2021
2021-101	Closed	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Sept WO's)	14954913	N/A	N/A	Work Planned	New	Johnathon Hill	
				15022152	N/A	N/A	Work Planned	New	Jim Bass	
				15016983	N/A	N/A	Work Planned	Completed	Jim Bass	09/22/2021
2021-102	Open	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (Sept WO's)	No Work Orders on Project	N/A	N/A				

2021-103	Open	511 Mercer St., Fleet and Equipment, TX 78620	Fleet and Equipment (Sept WO's)	15031495	N/A	N/A	Work Planned	New	Johnathon Hill	<i>Item # 13.</i>
				14954474	N/A	N/A	Work Planned	Completed	Sonny Garza	09/08/2021
				14957850	N/A	N/A	Work Planned	Completed	Johnathon Hill	09/14/2021
2021-104	Open	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (Sept WO's)	No Work Orders on Project	N/A	N/A				
2021-105	Open	23127 W. 150, South Regional Water Reclamation Facility , TX 78620	South Regional Water Reclamation Facility (Sept WO's)	No Work Orders on Project	N/A	N/A				

City of Dripping Springs

Monthly Maintenance Report

Sept 2021

Routine Maintenance

- M-F Weekly Maintenance Check list is completed in the morning
- WWTP fields and lift stations landscaping
- Maintenance Meeting Wednesdays (1:00pm) safe distancing in council chambers
- Friday's Vehicles cleaned out, washed, and maintenance check completed
- Banners put up and taken down as needed
- City Hall fogged and sprayed with disinfectant daily
- Mercer St. plant beds maintained

Additional Maintenance Completed

Parks

- SRP trail brush and limbs chipped – 9/1
- Founders mowed and trimmed around pool – 9/2
- Charro trail and solstice circle trimmed – 9/8
- VMP outlet repaired – 9/15, 9/22
- Founders pool water leak repaired – 9/17
- DSRP plug replaced – 9/22
- DSRP hose bib replaced – 9/22
- SRP PRZ repaired – 9/22

Streets

- Rob Shelton ROW trimmed – 9/1
- Roger Hanks ROW mowed – 9/3
- Springlake ROW mowed – 9/8-9/9
- Sportsplex ROW mowed – 9/8-9/9
- Mercer St. banners swapped out – 9/8
- Creek Rd. potholes repaired – 9/8
- Goodnight trail speed limit sign installed – 9/9-9/10
- Goodnight trail ROW mowed – 9/13
- Hays St. tree limb removal – 9/14-9/15
- RR12 and Mercer St. ROW trimmed – 9/17
- Mercer St. magazine rack installed – 9/13
- Hwy 290 and Mercer St. stop sign repaired – 9/13
- Hays St. road repair – 9/22-9/23
- EMS Dr. pothole repaired – 9/23
- Hays St. and Bluff St. temp. stop sign put up – 9/24

Facilities

- City Hall water run – 9/3, 9/13, 9/17, 9/23
- City Hall light fixtures cleaned – 9/10
- City Hall pesticide applied – 9/10
- Stephenson Bldg. mowed and trimmed – 9/13
- City Hall A/C filters replaced – 9/13
- Ranch House water run – 9/13
- DSRP water run – 9/13
- City Hall bulletin board installed by Building office – 9/20
- Ranch House blinds installed – 9/24

Equipment/Vehicles

- DSRP Tractor repaired – 9/1
- Ferris 48" mower deck repaired – 9/2
- Exmark mower charging system repair – 9/3
- MD004 pm'd – 9/10
- Ferris 72" mower canopy installed – 9/14
- Ferris 72" pulley replaced – 9/24

Other

- Quarterly meeting – 9/7
- Cones and barricades dropped off at Visitors Bureau - 9/10
- Flags moved to half-staff – 9/10
- Cones and barricades returned – 9/13
- Flags moved to full-staff – 9/13
- Rack build for traffic cone storage – 9/16, 9/20-9/21
- Benefits meeting – 9/21

SRWRF

- Valve boxes trimmed and herbicide applied – 9/7
-